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VOL. XLVII., No. 33.

The Solicitors' Journal and Reporter.

LONDON, JUNE 13, 1903.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

IT IS ANNOUNCED that BUCKNILL and WALTON, JJ., will be the Vacation Judges during the ensuing Long Vacation.

MR. JUSTICE KKEWICH is stated to have announced on Thursday that on Wednesday and Thursday in next week he will sit as additional judge on the King's Bench Division for the purpose of hearing non-jury actions.

ON TUESDAY LAST, on the hearing by Court of Appeal No. 1 of an application for a new trial, the Master of the Rolls complained that a copy of the judge's notes of the evidence had not been supplied for the use of the court; but during the hearing of the application the copy was supplied. The Master of the Rolls said that in future the court would not begin the hearing of an application for a new trial unless a copy of the judge's notes of the evidence had been provided for their use. It was the duty of the appellant's solicitor to see that a copy was supplied to the court.

THE LISTS of the Court of Appeal for the Trinity Sittings show a slight reduction in the total number, there being 300 appeals, as against 322 at the commencement of the Easter Sittings. But as compared with the state of things a year ago, when there were 395 appeals, there is a substantial improvement. There are only 58 appeals from the Chancery Division, in place of 80 at the commencement of the Easter Sittings, but King's Bench appeals have increased since the last sittings, there being now 153 final appeals, 51 cases in the new trial paper, and 10 workmen's compensation appeals.

THE CHANCERY Cause Lists show a reduction on the number at the commencement of the last sittings. There were then 268 causes and matters for hearing, while there are now only 226. A year ago there were 234. There are 36 company matters.

THE KING'S Bench lists also show a diminution of the figures at the commencement of the last sittings, when there were 651 causes. Now there are 573. A year ago there were 648.

WE UNDERSTAND that among the new Rules of the Supreme Court which will shortly be published there will be rules relating to the procedure under the Foreign Tribunals Evidence Act, 1856. This Act provides for the taking of evidence in his Majesty's dominions in relation to civil and commercial matters pending before foreign tribunals. The increase in the commercial transactions between this country, Germany, and other foreign nations has led to a corresponding increase in the number of cases before foreign tribunals in which it is necessary to take evidence in the United Kingdom. The procedure in taking this evidence requires, as might be expected, some amendment. With regard to commissions for the examination of witnesses abroad, it has been found that there is an increasing reluctance on the part of foreign governments to allow witnesses to be examined by a private examiner or commissioner, and it may be necessary to substitute a request to a foreign court to examine witnesses in lieu of a commission. We believe that foreign courts, in conducting these examinations, require that the judge shall himself put the questions to the witness, and determine what questions shall be put, so that an effective cross-examination is scarcely possible. We assume, however, that it has not been possible to obtain by treaty greater privileges in the case of litigation in the English courts than are allowed to ordinary litigants in the foreign tribunals.

THE DECISION OF FARWELL, J., in *Hart v. Porthgair Harbour Co. (Limited)* (51 W. R. 461; 1903, 1 Ch. 690) affirms the efficacy of the usual clause in building contracts under which materials brought upon the ground by the builder are to become the property of the landlord or the building owner. Some doubt was perhaps cast upon the clause by the decision of the Divisional Court (WRIGHT and BIGHAM JJ.) in *Re Keen & Keen* (50 W. R. 334; 1902, 1 K. B. 555), where it was held that the words of such a clause did not vest the property in the owner forthwith, and that consequently the materials were not in the possession of the contractor with the consent of the building owners as "true owners" so as to come within the reputed ownership clause in bankruptcy. It must be taken, however, that this result was due to the special wording of the contract then under consideration, and that the general rule, recognized in *Recess v. Barlow* (32 W. R. 672, 12 Q. B. D. 346), that under the ordinary clause the property in the materials vests in the building owners immediately on their being brought upon the land, is not infringed. In *Hart v. Porthgair Harbour Co. (Limited)* a contract had been made with the defendant company for the construction of a harbour, and the contract contained a clause that the whole of the plant and materials brought on the ground by the contractor should be considered the property of the company until the engineers should have certified the completion of the contract. The contractor brought on to the ground certain plant and materials over which he gave to the plaintiff a registered bill of sale, and subsequently he became bankrupt. The company also were unable to complete the works, and the debenture-holders took possession. It was held under these circumstances that the title of the debenture-holders prevailed over that of the plaintiff. The clause in question is a guarantee for the due performance of the contract, and in default of performance, the contractor, and persons claiming under him, lose all interest in the chattels.

WE ARE bound to say that further consideration has strengthened the misgivings we recently expressed as to the course pursued by the learned judge in the *Veronica Murder case*. It will be remembered that a juror fell ill at a late stage of the trial. Thereupon the jury were discharged, and another jury was empaneled, without the consent of, and equally without objection by, the defence. The trial, however, was not commenced again *ab initio*, but the evidence already given having been read over to the new jury, it proceeded in the regular course from that point. Now, in such a serious case as this, presenting as it did, both in its facts and in the evidence given, some very peculiar features, it is surely desirable that the very strictest regularity should be observed. To mention one point alone, it is obvious that, apart from the different effect which evidence, read over and given orally

in the box may have upon the minds of the jury, some of the jury may have been in contact with witnesses or others who may have already strongly biased their minds in one direction or another. That the regular course in such cases, and, it is submitted, the only safe course in the interests of true justice, is to begin the trial *de novo* has long been established on very high authority by the judgment of the Privy Council in *Reg. v. Bertrand* (L. R. 1 P. C. 320), to which we have before referred. The reason for such a course is stated there to be that the object of a trial is the administration of justice in a course as free from doubt and miscarriage as human administration of it can be. The consent of the prisoner from this point of view cannot cure any defect. For it is justice itself which must be vindicated without reference to the interest of prisoner or prosecutor. We cannot help expressing the hope that this rule will be strictly adhered to in the future; at any rate in all cases involving such serious issues as the *Veronica case*. We do not suggest that the result was in any sense a miscarriage of justice. That, as was pointed out in *Reg. v. Bertrand*, is not really the point. Nor, strictly speaking, as this is a vital matter of principle, does the degree of seriousness really affect the case. For the principle is of universal application to the trial of every person on a criminal charge.

IN THE last edition of Roscoe's *Nisi Prius*, p. 122, which deals with the proof of foreign law, it is stated that "the evidence of an English lawyer who has studied the foreign law here is not admissible." It would seem from the case of *Wilson v. Wilson*, decided by the President of the Divorce Division on the 18th of May, that this statement requires some modification. In *Wilson v. Wilson* it was necessary to prove the marriage of the petitioner in Malta. The solicitors of the petitioner deposed that they had found it impracticable to obtain in London an affidavit as to the validity of the marriage in London by an advocate practising in the Maltese courts, and that the cost of sending out a commission to Malta to obtain such an affidavit as the court usually required would be prohibitive. In these circumstances the solicitors tendered, as evidence of the law of Malta, an affidavit by Dr. TRISTRAM, K.C., who deposed that in his practice in Doctors' Commons, and subsequently, he had had experience in advising as a civilian on the marriage laws of the British Colonies, including the marriage law of Malta, and that he was leading counsel for the Colonial Office in the special reference to the Privy Council in the matter of the validity of the mixed and unmixed Protestant marriages in Malta in support of the validity of such marriages; that for the purpose of the argument before the Privy Council it became necessary for him to investigate the marriage laws of Malta, and that he thereby became fully acquainted with the marriage laws of the colony. Dr. TRISTRAM further deposed that he had examined the certificate of the petitioner's marriage in Malta, and he was of opinion that it would be accepted in the Maltese courts as evidence of the validity of the marriage. The learned President, in his judgment, said that, while it had undoubtedly been the practice in matrimonial suits to require evidence of the validity of a foreign marriage to be given by some practitioner in the foreign courts, he did not think that the court was bound by such a hard-and-fast rule that it could not be relaxed in such a case as the present, and that it appeared to him that the deponent had shewn himself to be well qualified to give an opinion on the validity of the marriage on which the court could act, and he accordingly held that the marriage had been established.

IT HAS been held by the High Court in *Metropolitan Police Commissioner v. Donovan* ([1903] 1 K. B. 895) that a court of summary jurisdiction cannot deal summarily with an habitual drunkard to the extent of procuring him to be placed on the "black list," and so deprived, so far as an Act of Parliament can deprive him, of his supply of liquor, without the habitual drunkard's consent. Although this nullification of one of the most important sections of the Licensing Act, 1902, is surprising, and the question of construction of section 6 of that Act as read with the Inebriates Act, 1898, is a very difficult one, we see no reason to doubt the

correctness of the decision. The 6th section of the Act of 1902 imperatively directs "the court, where upon the conviction of an offender" it is "satisfied that an order of detention *could* be made under section 1 or section 2 of the Inebriates Act, 1898," to order, "whether an order of detention be made or not," that notice of the conviction be sent to the police authority of the district, with the object of placing the convicted offender on the black list. Section 1 of the Act of 1898 empowers a court, on conviction on indictment of a habitual drunkard of an offence to which drunkenness was a contributing cause, to order him to be detained in a reformatory, and section 2 makes the habitual drunkard liable "upon conviction on indictment" of a fourth offence, "or if he consents to be dealt with summarily, on summary conviction," to be similarly detained. The word "could" in the Act of 1902 is susceptible of two meanings in its application to summary proceedings. It may either mean "could" in fact, by reason of a particular offender having consented to the jurisdiction of justices, or "could" in law, by reason of the possibility of the consent being given in any hypothetical case. The High Court has taken the strict and safe view, with the result that an habitual drunkard, however often convicted summarily of statutory drunkenness, cannot be sent to a reformatory, and, therefore, cannot be placed on the "black list," without the previous formality of a conviction on indictment unless he formally consents to the exercise of a summary jurisdiction.

THE CASE of *Kaufman v. Gerson*, in which WRIGHT, J., gave judgment on the 9th of May (*ante*, p. 516) turned upon an interesting question of private international law. The plaintiff had advanced money to EMILE GERSON, the husband of the defendant, for the purchase of skins which were to be sold for the joint benefit of the plaintiff and GERSON. GERSON, instead of applying the money to the purpose intended, appropriated it to his own use. This conduct by the law of France constituted a criminal offence, and the plaintiff threatened to take criminal proceedings against him in the French courts. The defendant, for the purpose of putting a stop to these proceedings, entered into an agreement in writing with the plaintiff in Paris that, in consideration of the plaintiff forbearing to prosecute her husband, she would, within a period of three years, pay to the plaintiff out of her own money the amount which had been misappropriated by her husband. There was evidence that by the law of France this agreement was not invalid. The action was brought for money due under the agreement. The learned judge held that, as by the law of France, where the contract was made and was to be performed, the contract was not invalid, the action could be maintained in England. The contract, having been made in France by parties domiciled there, who intended it to be wholly performed in France and according to French law, must be taken to be governed by French law, and the courts of this country would entertain no action upon it unless it could be shewn—to use the language of CHITTY, J., in *Re Missouri Steamship Co.* (42 Ch. D. 321)—that the contract was "of a criminal or wicked or immoral nature, or such as ought not to be permitted according to the law of civilized countries." The defendant had argued that the contract would not be enforced here if it was inconsistent with the laws and policy of England. But there appeared to be no actual decision which supported this proposition, and the learned judge felt bound to give effect to the contract. We may add that, in the case of wrongs independent of contract, the line between civil and criminal proceedings is not so sharply drawn in other countries as in England, and that a decision different from that given in the principal case would have had an extensive operation.

AN IMPORTANT point was decided last sittings in the case of *Rex v. The Justices of Cornwall*, by a Divisional Court (*ante*, p. 535), with regard to the power of a court of quarter sessions over the costs in rating appeals. An occupier of land had appealed to special sessions against an assessment for poor rate, and the assessment was reduced, and the occupier was allowed the costs of the appeal. Thereupon the assessment committee appealed to quarter sessions, and after hearing evidence, the original assessment was restored, and the court ordered the occupier to pay the costs of the assessment com-

mittee's appeal to quarter sessions. The court of quarter sessions, however, held that the court had no jurisdiction to give the committee their costs of the proceedings before special sessions, or to deprive the occupier of the costs granted to her by special sessions. The assessment committee then, with the view of testing this opinion, obtained a rule *nisi* to the justices to shew cause why they should not hear and determine according to law the application by the committee that the occupier shall pay the cost of the proceedings at special sessions. Now, the power of quarter sessions in the matter depends on section 6 of the Parochial Assessment Act, 1836. That section provides that the decision of special sessions shall be binding and conclusive unless notice of appeal to quarter sessions is given and the requisite steps are taken for prosecuting such appeal. It is then provided that quarter sessions, having heard and decided the appeal, may "according to their discretion, award such costs to the party or parties appealing or appealed against as they shall think proper." It is clear, therefore, that, although no express power over the costs at special sessions is given to quarter sessions, still a very large discretion is given, and the court has decided that the words are quite wide enough to give by implication jurisdiction to quarter sessions to make orders affecting the costs of the proceedings before special sessions. It would be very strange and most inconvenient if the court had decided the contrary. A person who has to fight appeals in several successive courts, and is at last successful, has *prima facie* a right to be indemnified for all his costs in the courts below as well in the court of final appeal. Justice demands that he ought, as far as possible, to be put in the same position with regard to the litigation as he ought to have occupied after the hearing in the court of first instance. If the Divisional Court had decided differently, a very unreasonable exception would have been made to the general principle.

BY THE provisions of the Vaccination Acts the parent of every child born in this country is bound to cause such child to be vaccinated within six months after its birth. The parent, however, is excused from so doing, by virtue of the Act of 1898, where he satisfies two justices or a police magistrate that he conscientiously believes that vaccination would be prejudicial to the health of the child, and obtains a certificate of exemption from such justices or magistrate. He is also temporarily excused, under section 18 of the Act of 1897, when a medical practitioner is of opinion that the child is not in a fit state of health to be vaccinated; in which case the practitioner "shall forthwith deliver to the parent" a certificate that the child is then in an unfit state, which certificate shall remain in force for two months. In the recent case of *Hinds v. Elam* the appellant had been proceeded against for neglecting to have his child, aged eleven months, vaccinated within six months of its birth. He had applied, within four months of the birth, for a certificate of exemption under the conscientious belief provision, but the magistrates had refused to grant it. At the hearing he set up in defence a certificate, dated after the granting of the summons and signed by a medical practitioner, that the child was then in such a state of health as made it unsafe to vaccinate. The magistrates held that this was no defence, and convicted, and on appeal a Divisional Court upheld the conviction. Now, it is clear that the appellant, having been refused a certificate of exemption, was in default as soon as the child reached the age of six months, and remained in default up to the time of the summons. If at the age of six months the child was not in a fit state of health, a certificate from a medical man should have been obtained "forthwith"; and if the child continued in such a state of health, a fresh certificate to that effect should have been granted every two months. No medical certificate, however, had apparently been given or applied for till after proceedings had been initiated. It was then too late for a certificate to furnish any defence, as the certificate did not comply with the Act, not having been granted "forthwith"; neither did the certificate account for the five months in which the appellant had been in default.

THE DECISION of FARWELL, J., in *Re Wells* (1903, 1 Ch. 848) is important in reference to the jurisdiction of the court to assist in transactions where the interests of infants have to be dealt

with. A testator gave his residuary estate to trustees in trust to pay certain annuities to his daughters and other persons for their lives, and on the death of the last surviving annuitant, for such of the children of his two daughters as should be then living, and should attain twenty-one or marry. The testator died in 1883, and in 1902 the two daughters and their surviving children and all the other parties interested under the will were desirous of putting an end to the trusts, and of executing a deed by which the annuities should be partly bought up and partly secured, and by which the children should take forthwith absolute interests in lieu of the contingent interests which were given them by the will. But two of the children had executed settlements under which infants either were or might become interested. FARWELL, J., held that the proposed arrangement was simply for the exchange of contingent for absolute interests, and he would have had no difficulty in sanctioning it but for the decision of KNIGHT-BRUCE, V.C., under similar circumstances in *Peto v. Peto* (2 Y. & C. Ch. 312), and again in *Day v. Day* (9 Jur. 785) that, where no compromise of any dispute was in question, it was not competent for the court to carry such an arrangement into execution. Upon consideration of the authorities, however, and particularly of a recent decision by the Court of Appeal in a case heard *in camera*, FARWELL, J., held that the jurisdiction of the court was not limited to cases where there was a compromise of disputed rights, but extended generally to dispositions of the property in settlement which were for the benefit of the infant. One case relied on was *Re New* (1901, 2 Ch. 534), but it is to be noticed that this has more recently been described in the Court of Appeal (*Re Tollemache*, 1903, 1 Ch. 955) as representing the high-water mark of the exercise by the court of its extraordinary jurisdiction in relation to trusts.

IN THE recent American case of *Pullen v. Placer County Bank* (91 Pacific Rep., Cal. 1, 83) it appeared that the plaintiff's testator made a gift of his cheque to his son, to be collected after his death. The bank upon which the cheque was drawn, knowing that the testator was dead, honoured the cheque. The question arose whether the bank was liable to pay the amount of the cheque to the personal representatives of the testator. In England the matter has been dealt with by the Legislature. By the Bills of Exchange Act, 1882, s. 75, "the duty and authority of a banker to pay a cheque drawn upon him by his customer are determined by (1) countermand of payment, (2) notice of the customer's death. No precise authority could be found in the American reports, but it was held that upon general principles the mandate was revoked by the death of the customer unless it had been executed without notice of his death, and that consequently the bank was liable. It is believed that the general opinion of the profession before the passing of the Bills of Exchange Act, 1882, was in accordance with the law laid down in the American case, which is not inconsistent with one of the last cases before the Act: *Rolls v. Pearce* (5 Ch. D. 730).

"A Recorder," writing to the *Times*, says that a few words are wanted to make the Bill for the Defence of Poor Prisoners apply to the quarter sessions of boroughs where solicitors act as advocates, and where counsel do not usually attend. As it reads at present, a prisoner committed to take his trial at such quarter sessions would not enjoy the benefit of the Act; nor would he if he were committed to the quarter sessions of the county of Cornwall, because solicitors—not barristers—act as advocates there. Words are required to make the Bill apply to gratuitous defence, not only by barristers, but also by solicitor advocates in those places where barristers do not usually attend.

At Newton Abbot, on Saturday, says the *Times*, Onesimus Smart Bartlett, solicitor, was charged with forging a letter of authority and an endorsement upon a policy of assurance in connection with the affairs of a client whose money he had already been charged with misappropriating. It was alleged that in acting as solicitor for Miss Marie Trevithick, of Paignton, the prisoner obtained from her various documents relating to her father's estate, and among these a policy of insurance for £1,000, and that he forged her name to documents which enabled him to obtain this money, or deal with it as his own. Miss Trevithick admitted in cross-examination that she signed a good many documents without reading them, but added that if the signatures in question were hers she had been completely deceived by the prisoner as to the character of the documents when she signed them. Mr. Gurrin, handwriting expert, gave it as his opinion that the signatures were forgeries. The prisoner, who denied on oath that the signatures were forged, was committed for trial, and admitted to bail.

The Position of Trustees for a Club.

AN INTERESTING point has been decided by the Judicial Committee in *Wise v. Perpetual Trustee Co.* (1903, A. C. 139) with reference to the position of trustees who incur liability for a club; in the words of Lord LINDLEY, who delivered the judgment of the committee, "the extremely important question whether the members of an ordinary club are personally liable to indemnify the trustees of the club against liabilities incurred by them as such trustees, and where there is no rule imposing liability." In 1886 certain persons, including Mr. PALING, since deceased, formed a club at Sydney called the C-role Français. Mr. WISE became a member of the club in 1886 and so remained until its dissolution. Under rules adopted in July, 1887, the administration of the affairs of the club was entrusted to a committee elected at the first general meeting in each year. The committee was to dispose of the funds of the club, and had full power to take all measures for the internal management which it might deem necessary. The duties of the members of the committee were purely honorary.

Towards the end of 1887 steps were taken to provide increased accommodation, and at a meeting held in December, at which, however, there were not sufficient members present to bind the club, the subject of obtaining new premises was discussed, and it was resolved that the matter should be left in the hands of the president of the club to make such arrangements as he thought best, and the president and three others, including Mr. PALING, were appointed trustees of the club. A general meeting was held in January, 1888, at which the minutes of the December meeting were read and confirmed. In July of the same year the trustees became lessees of certain premises for a term of ten years at a rent of £555 a year. The premises were thereupon used for the purposes of the club, and so continued to be used until the club was dissolved. In the same month a new set of rules was adopted, under which the property of the club, subject to the liabilities thereof, was declared to belong to the members for the time being, who, however, were to have no transmissible interest therein. All purchases, leases, &c., were to be made and taken in the names of the trustees, in whom all property of the club was to be vested upon trust for the members. Personal property was to be disposed of at the direction of the committee, but the real property of the club was not to be dealt with except by resolution of a general meeting. The rules prescribed the entrance fee and subscriptions, but they did not expressly impose upon the members liability to make any further payments.

The club was dissolved in 1891, and for some years subsequently the trustees sub-let the club premises, but ultimately the liabilities under the lease devolved upon Mr. PALING as the only trustee able to meet them, and he in his lifetime, and after his death his executors, the Perpetual Trustee Co., paid under the lessees' covenants some £2,350 in excess of the rents received by sub-letting. In 1897 the Perpetual Trustee Co. commenced proceedings against former representative members of the club to obtain a declaration of their right to indemnity, and an order was made declaring that all members in July, 1888, who assented to or subsequently ratified the lease taken in that month were bound to indemnify the late Mr. PALING and his estate against the rent and other moneys paid under the lease. Subsequently Mr. WISE was included in the list of members liable under the order, and he appealed, but unsuccessfully. Thereupon he appealed to the Judicial Committee, with the result that Mr. PALING's executors are declared to have no remedy against the former members of the club personally, but only a lien on the club property for the expenses which his estate has incurred.

The question of the liability of *cetui que trusts* to indemnify their trustees was considered two years ago by the same tribunal in *Hardoon v. Belilios* (49 W. R. 209; 1901, A. C. 118.) In that case shares in a bank subject to a liability for uncalled capital had been placed by A., the beneficial owner, in the name of a trustee. A. raised money on them, and ultimately the absolute beneficial interest vested in B., the lender. At first B. provided the trustee with money to meet calls on the shares, and he received the dividends; but at length he refused to find further funds, and the trustee, who had become liable for £400, sought to recover this amount from him. The defence

was that B. had not created the trust, and that hence he was under no contractual liability to indemnify the trustee, who must look for reimbursement solely to the trust property. But the Privy Council, in a judgment delivered by Lord LINDLEY, held that in a case where the *cestui que trust* was *sui juris* and absolute beneficial owner, the remedies of the trustee were not thus limited. "All that is necessary," said his lordship, "to establish the relation of trustee and *cestui que trust* is to prove that the legal title was in the plaintiff and the equitable title in the defendant." And, this relation being established, there followed the result that an absolute beneficial owner was liable to bear the burdens of ownership: "The plainest principles of justice require that the *cestui que trust* who gets all the benefit of the property should bear its burdens unless he can shew some good reason why the trustee should bear them himself. . . . Where the only *cestui que trust* is a person *sui juris*, the right of the trustee to indemnify by him against liabilities incurred by the trustee by his retention of the trust property has never been limited to the trust property; it extends further, and imposes on the *cestui que trust* a personal obligation enforceable in equity to indemnify his trustee."

This principle applied under the circumstances of *Hardoon v. Belilos*, and hence the trustee succeeded in his claim. But it was admitted that the result would be different where the beneficial ownership was not vested solely in a person *sui juris*; if, for instance, the shares had been held by the plaintiff on trust for tenants for life, or for infants. "In those cases," said Lord LINDLEY, "there is no beneficiary who can be justly expected or required personally to indemnify the trustee against the whole of the burdens incident to his legal ownership; and the trustee accepts the trust knowing that under such circumstances, and in the absence of special contract, his right to indemnity cannot extend beyond the trust estate—that is, beyond the respective interests of his *cestui que trusts*."

In *Wise v. Perpetual Trustee Co.* the question was really whether the members of the club were to be treated as absolute owners, so as to fall within the principle acted on in *Hardoon v. Belilos* (*supra*), and to incur personal liability to the club trustees, or whether they were not rather to be treated as being in the position of partial owners, so that the rights of the trustees were limited to their lien on the trust property. The latter view was adopted by the Judicial Committee, it being pointed out that members join a club upon the footing that they are to be liable only for the usual payments. "Clubs," said Lord LINDLEY, who delivered the judgment in the present case as well, "are associations of a peculiar nature. They are societies, the members of which are perpetually changing. They are not partnerships; they are not associations for gain; and the feature which distinguishes them from other societies is that no member as such becomes liable to pay to the funds of the society or to anyone else any money beyond the subscriptions required by the rules of the club to be paid so long as he continues a member. It is upon this fundamental condition, not usually expressed but understood by everyone, that clubs are formed." This is in accordance with the principle recognized in *Re St. James's Club* (2 D. M. & G. 383), that no member of a club is liable to a creditor except so far as he has assented to the contract in respect of which his liability has arisen, and if a claim is based on this concurrence, the facts must be specifically proved. In the present case the Judicial Committee held, with regard to Mr. Wise's alleged assent or ratification, that though he knew that the lease had been taken for the club and that the club had the use of the property, and that the lease might become a burden to the club, yet he had done nothing to incur any liability to indemnify the trustees unless such liability attached to him as a member of the club and as one of the *cestui que trusts* of the lessees. But as already stated, there was, in respect of this relation, no personal liability. The result brings home to trustees for clubs the liability which they incur, a liability against which they should protect themselves, where expedient, by obtaining specific guarantees.

It is announced that Mr. Justice Jelf is much better and, according to present arrangements, will return from Switzerland in time to attend the summer assizes at Stafford and Birmingham in the latter part of July.

Bye-Laws.

At this period of the year a good many municipalities and county councils of seaside and holiday resorts have either already taken in hand, or contemplate immediately doing so, the revision of their local bye-laws, in view of a large influx of holiday makers and pleasure seekers who bring in their train, or possibly in anticipation of their arrival, a large number of persons seeking to gain a livelihood by ministering either to their amusements or necessities. Musicians and itinerant vendors, and the thousand and one class of person who may be found at our numerous holiday resorts require in many cases very careful regulating and checking in the interests, not merely of public decency and order, but also of those who seek such places for the purpose of amusement and recreation. Then, again, the large influx of visitors of all classes and descriptions itself calls, in the particular circumstances of many localities, for their control by well-considered and reasonable bye-laws.

It may be useful, then, at this moment to consider shortly the main principles which should govern the framing of any such bye-laws as may be in the contemplation of local authorities for the purpose of dealing with the particular wants of their localities, so that those bye-laws may be tested by the application of those principles before they actually come into effect, and in doing so it will be both useful and helpful to refer to the circular issued by the Home Office to local authorities in the early part of this year dealing with the subject of bye-laws for the good rule and government of boroughs and counties, to which certain model forms are attached. The circular is a helpful one in this connection, though by no means exhaustive of the subject, and is well worth careful consideration by all local authorities and their advisers. The circular itself has for its object to remind local authorities of certain points which must be borne in mind in preparing bye-laws for submission to the Home Office. For it must be remembered that all bye-laws made by any local authority under section 23 of the Municipal Corporations Act, 1882, or section 16 of the Local Government Act, 1888 (the two statutes regulating the framing of bye-laws by municipal councils and county councils respectively), must be submitted to the Secretary of State, with the exception of bye-laws for the suppression of certain nuisances, which must be made in accordance with the procedure prescribed by the Public Health Acts, and submitted to the Local Government Board.

The first point of general importance which it is perhaps advisable to lay stress upon is that bye-laws framed by local authorities differ essentially from ordinary bye laws framed by some body corporate, such as a railway company, under statutory authority. The great number of cases in which the question of bye-laws and the principles affecting them have been discussed have till comparatively recently been cases, not of bye-laws made by local authorities—that is, by bodies of a public representative character entrusted by Parliament with delegated authority, but for the most part by railway companies, dock companies, or other like companies which carry on their business for profit, although incidentally for the advantage of the public. The two cases obviously differ. In the latter class of cases, not only is the body exercising the power unrepresentative of the people affected by the bye-laws, but it is also often in the position of a monopolist. In this class of cases, as was pointed out by the late Lord Chief Justice in *Kruse v. Johnson* (46 W. R. 630), it is right that the exercise of their powers should be jealously watched, and their unnecessary or unreasonable exercise to the public disadvantage should be carefully guarded against. But bye-laws made by a representative local authority stand on a different footing. They ought, as Lord Russell emphasized in the case above cited, to be interpreted "benevolently," and credit given to those who have to administer them that they will be reasonably administered. A bye-law was defined in *Kruse v. Johnson* (*supra*) as an ordinance affecting the public, imposed by an authority clothed with statutory powers, ordering something to be done, or not to be done, and accompanied by some sanction or penalty for its non-observance. It, therefore, necessarily involves restriction of liberty of action by persons who come under its operation, as to acts which, but for the bye-law, they

would be free to do, or not to do, as they pleased. Nay, more than this, such bye-laws may in certain circumstances have the effect of overriding and destroying private rights of property, as in *Slattery v. Naylor* (13 App. Cas. 446). In fact if bye-laws are to be effectual for the purposes for which they are needed—that is, to regulate for the common advantage of persons living in one locality a great number of matters affecting their daily life, it is obvious that the authority framing them must have substantial powers of restraining people both in their freedom of action and in their enjoyment of their property. Another general consideration must be kept in mind by authorities framing bye-laws—namely, that bye-laws cannot lawfully be made which deal with offences already punishable summarily in virtue of any Act in force throughout the borough or county, as the case may be. The circular above referred to lays particular stress upon this point, and enumerates the principal Acts to which special attention should be paid in order to avoid. Another important point to remember, which may by a little ingenuity be turned to good account in cases of doubt as to whether some part of a bye-law, which it is desired to put in force, may not be bad, although the rest is quite good, is that a bye-law is severable—that is, if it can upon its true construction be severed into parts, one of them may be good, while the other is bad. This was laid down by the Court of Appeal in *Strickland v. Hayes* (44 W. R. 398).

Perhaps the worst fault in any bye-law is vagueness. A general prohibition which, though aimed merely at some definite nuisance or annoyance, would include within its scope other acts that cannot properly be made the subject of prohibition and punishment, is bad. This must be carefully avoided. An excellent instance of this uncertainty is afforded by the case of *Nash v. Finlay* (66 J. P. 183), where a bye-law had been made by a municipal corporation as follows: "No person shall wilfully annoy passengers in the streets." Such a bye-law as this clearly does not give adequate information of what it is that it intends to prohibit, and offends against the canon laid down by MATHEW, J., in his dissenting judgment in *Kruse v. Johnson* (*supra*), that "a bye-law to be valid must, among other things, have two properties—it must be certain, that is, must contain adequate information as to the duties of those who are to obey, and it must be reasonable."

At one time there was a strong current of authority in favour of the proposition that a bye-law was bad which made a thing an offence in itself, whether it caused a nuisance to anybody or not (e.g., *Johnson v. Mayor of Croydon*, 16 Q. B. D. 708), and further, that the nuisance prohibited by a bye-law must generally be one common to all, and not only to one or two individuals. But recent decisions had considerably impaired these authorities, and in *Thomas v. Sutters* (48 W. R. 133), approving *White v. Morley* (47 W. R. 583), it was expressly laid down by the Court of Appeal—and in doing so it professed to follow *Kruse v. Johnson* (*supra*)—that actual annoyance need not be specifically referred to, and it is sufficient if it is probable that annoyance will result. In the same case it was affirmed that a bye-law was valid which had for its object the morality of the inhabitants of the district.

But the supreme test of the validity of a bye-law must really be its reasonableness, having regard to the general conditions and circumstances of the locality to which it is applied. After all, most of the particular instances we have been noticing resolve themselves into questions of reasonableness. Every bye-law must be judged from this point of view with due regard to the special circumstances of the locality for which it has been framed, and the courts nowadays are very slow indeed to interfere with the discretion of the local authority. It may be broadly stated that unless such bye-laws offend against some principle of natural justice, the courts will not review the discretion of the local authority, which is presumably the best judge of the real needs of the locality. This matter was dealt with exhaustively in *Kruse v. Johnson* (*supra*). Lord RUSSELL, in one of his most luminous judgments, said: "If, for instance, they were found to be partial and unequal in their operation as between different classes, if they were manifestly unjust, if they disclosed bad faith, if they involved such oppressive and gratuitous interference with the rights of those subject to them as could find no justification in the minds of reasonable men," then they might be held to be *ultra vires*. He goes on: "In

matters which directly and mainly concern the people of the county who have the right to choose those whom they think best fitted to represent them on their local government bodies, such representatives may be trusted to understand their own requirements better than judges." This very broad view of the right of local authorities to decide for themselves, within certain broad limits, the rules which should apply within their jurisdiction is only an amplification of the view taken by the Privy Council in *Slattery v. Naylor* (13 App. Cas. 446). In this connection, finally, it should be remembered that it often happens that a bye-law will be required by the special circumstances of a particular place which would not be reasonable in other parts of the county. In such cases use can be made of the power conferred on county councils by section 16 of the Local Government Act, 1888, to make bye-laws for any specified part or parts of the county.

The Board of Agriculture.

THE annual report of the Board of Agriculture for 1902, which has just been issued, is of special interest by reason of the inclusion of a memorandum explanatory of the statutory functions of the board, which has been prepared by Mr. J. W. CLARK, the legal adviser to the board.

A perusal of the titles of the relevant statutes—the Tithe Acts, the Copyhold Act, 1894, the various Commons Acts, the Improvement of Land Acts, &c., shows how varied are the functions of the board in relation to land. Under the Tithe Acts the board have extensive powers with regard to the apportionment and redemption of tithe rent-charge. Up to the 31st of December, 1902, a total apportioned tithe rent-charge of £43,613 had been redeemed for a capital sum of £1,095,228, and the extent of the annual business can be gathered from the fact that the completed transactions under the Tithe Acts which were before the board in 1902 included 306 altered apportionments, 593 redemptions, and 150 other matters—a total of 1,049.

In enfranchisement cases under the Copyhold Act, 1894, the intervention of the board may be either compulsory or voluntary. Either lord or tenant may compel enfranchisement, and this is then carried out by an award of the board; or in case of agreement between lord and tenant, a deed confirmed by the board is effectual to overcome any difficulty arising out of the limited interests of the parties. In 1902 the number of applications received was 325, under which there were completed 64 voluntary and 233 compulsory enfranchisements.

In respect of the Inclosure Acts and the Commons Acts attention is called to the change of policy which has occurred in dealing with lands which are waste or are subject to rights of common. Under the provisions of the Inclosure Act, 1845, an area of some 618,000 acres of commonable land was dealt with by the Inclosure Commissioners, and in their report for 1876 they claimed that the results of this process had been to secure the largest and most general distribution of land into small properties which had taken place in recent times. But by the Commons Act, 1876, the policy of utilizing common lands for productive purposes was abandoned, and there was substituted the policy of retaining commons, wherever practicable, as open spaces for reasons of health and recreation. In the words of the present report, "the maintenance and regulation of commons, rather than their inclosure in severalty, was thenceforth the object of the new procedure." Effect was given to the new policy with regard to commons by the Metropolitan Commons Act, 1866, the Commons Act, 1876, which applied outside the metropolis, and the subsequent Commons Acts of 1893 and 1899. The object of these Acts—to quote from the summary referred to above—"is to preserve and regulate commons as open spaces for the recreation and benefit of the inhabitants of the neighbourhood, and, for that purpose, to place them under the management of local authorities or bodies of elected conservators, who are empowered to improve them and to keep order and prevent encroachments and nuisances upon them. But the beneficial rights and powers of the owners of the soil and of the commoners are, speaking generally, left unaffected; they cannot be abridged or extinguished or interfered with except to a limited extent, and then only so far as is necessary for the purposes of the regulation or management, and subject to compensation being made." The procedure for thus dealing with commons was rendered simpler, more expeditious, and less expensive by the Act of 1899. Subject to certain vetoes, district councils (urban and rural) are empowered to frame schemes for the regulation of commons within their districts, and these schemes, if approved by the Board of Agriculture, become operative without confirmation by Parliament. The Act has been successfully applied in thirty cases in the three

years since it came into operation. In 1902 twelve schemes made by district councils were approved by the board.

Another sphere for the operations of the board is found in the Drainage and Improvement of Land Acts. Under the Public Money Drainage Acts, 1846 to 1856, drainage works are facilitated by advances of public money to a limited amount on the security of the land to be improved; and the advance of private money for the like purpose is promoted by the Improvement of Land Acts, 1864 and 1869, and the private Acts of improvement companies. These Acts define the improvements which may be carried out and enable the sums advanced to be secured by a charge on the lands. Up to the 3rd of December, 1886, the advances of public money had nearly reached the authorized limit of £4,000,000. But this form of assistance then ceased, and the work of advancing money for land improvements was left to private enterprise. How well this work has been performed is shown by the fact that up to the end of 1902 the total amount advanced and charged on land for the authorized improvements was over £17,465,000. This included nine millions expended on drainage, five on farm buildings, and over one million on labourers' cottages. These charges are effected by order of the Board of Agriculture, the number of applications for such orders in 1902 being 201 from companies and eleven from private persons.

The report contains a useful reminder that, for the convenience of the public, there are kept at the office of the board, No. 3, St. James's-square, S.W., the ordnance survey maps of Great Britain and Ireland on the scale of one inch to the mile, and those of Great Britain on the scale of six inches to the mile. These are available for inspection free of charge, and also maps of London on the scale of one in 2,500, and five feet to the mile. Facilities are also given for access to other public documents deposited in the offices of the board, such as tithe apportionments and maps, and inclosure awards, on payment of a small fee, copies and extracts also being furnished on application at the cost of making them. The report contains in an appendix the various instructions issued by the board for procedure under the statutes, and altogether it forms a very interesting and useful guide to the practice in matters over which the Board of Agriculture has jurisdiction.

Reviews.

Injunctions.

A TREATISE ON THE LAW AND PRACTICE OF INJUNCTIONS. By WILLIAM WILLIAMSON KERR, Barrister-at-Law. FOURTH EDITION. By EDGAR PERCY HEWITT, LL.D., Barrister-at-Law, assisted by SYDNEY E. WILLIAMS and JOHN MELVIN PATERSON, M.A., LL.M., Barristers-at-Law. Sweet & Maxwell (Limited).

The practice with regard to injunctions is of so much importance, and "Kerr on Injunctions" has for so long been accepted as the standard work on the subject, that a new edition will be generally welcomed. Mr. Hewitt, who, in conjunction with Messrs. Sydney Williams and J. M. Paterson, has undertaken the task of preparing this edition, states that, owing to the numerous decisions relating to the subject dealt with which have been given since the last edition, it has been thought desirable, while retaining for the most part the original arrangement, to thoroughly revise the whole work, and to re-write entirely some portions of it. Notwithstanding, however, the introduction of much new matter, it has been found possible to avoid increasing the size of the work by omitting parts of the last edition which had become obsolete.

The most interesting change, perhaps, which has occurred recently in respect of injunctions is the dropping of the technical rule that a mandatory injunction must be made in an indirect form. If the court had power to issue an order with a view to securing the doing of a certain act, it was a mere quibble to suppose that the order, to be effective, must restrain the not-doing of the act, and the quibble was very properly abandoned in *Jackson v. Normanby Brick Co.* (1899, 1 Ch. 438). Of cases which have led to the testing of the real extent of the jurisdiction with regard to injunctions under the Judicature Acts, the most prominent have been those connected with libels, in particular *Bonnard v. Perryman* (39 W. R. 435; 1891, 2 Ch. 269), which engaged the attention of the full Court of Appeal, and which, while establishing the jurisdiction to restrain a libel by injunction, laid down a stringent rule as to the circumstances under which it would be exercised. Leading cases like the above of course are noticed in the present edition, but in subsidiary matters also it will be found that the recent authorities have been duly noted. Thus, in the section of the chapter on injunctions against trespass, which deals with entry on land under the Lands Clauses Acts, to the old authorities on the effect of a notice to treat, there has been added the case of *Ashton Vale Iron Co. v. Mayor of Bristol* (49 W. R. 295, [1901] 1 Ch. 591), and to the authorities on taking "part of a house," the case of *Low*

v. Staines Reservoir Co. (16 T. L. R. 184), both decisions of the Court of Appeal. Altogether the work appears to have been thoroughly and competently edited. The chapter on patents, which has been re-written, and the alterations in the chapters on copyright and trade-marks, are the work of Mr. Williams, who has also prepared the index and table of cases. The table of cases, however, omits to give the references to the different series of reports:

County Court Costs.

HOUGH'S HANDY GUIDE TO COUNTY COURT COSTS: CONTAINING THE SCALES OF COSTS AND FEES AUTHORISED IN COUNTY COURTS; WITH USEFUL PRECEDENTS OF BILLS OF COSTS ON ORDINARY AND DEFAULT SUMMONSES, AND IN EQUITY, ADMIRALTY, AND OTHER PROCEEDINGS; ALSO EXTRACTS FROM THE COUNTY COURTS ACT, 1888, THE RULES, WITH PRACTICE NOTES AND NOTES OF DECISIONS; TOGETHER WITH EXTRACTS FROM THE WORKMEN'S COMPENSATION ACT, THE RULES AND PRECEDENTS OF BILLS OF COSTS THEREUNDER, AND OF COSTS OF APPEAL FROM THE COUNTY COURT. By A. PERCY HOUGH, Law Accountant and Costs Draftsman. THIRD EDITION. Stevens & Sons (Limited).

This work is, as the title claims, a handy guide to county court costs. The second edition was brought out by the late Mr. John Hough, of Newcastle-on-Tyne and Leeds. The present edition is the work of his son, save that the notes on the County Courts Act, 1888, and on the rules, have been prepared by Mr. A. Horwill Jackson, solicitor. The precedents of costs, the editor states, have been compiled from county court bills which have been subjected to taxation, and as a guide to their use the numbers of the corresponding items in the scale have been inserted. The editor has consulted the convenience of those who will use the book by placing the scales of costs and fees at the commencement and then passing at once to the precedents of bills of costs—sixty-one in number. After these come the statutes and rules, with Mr. Jackson's notes. On some points, as section 116 of the County Courts Act, 1888, which requires an exact distinction to be made between contract and tort, there has been much litigation, and the cases are conveniently summarized. The book will be found of great assistance to the practitioner when he comes to reap the, it is to be feared, scanty harvest of his county court business.

Marine Insurance.

A DIGEST OF THE LAW OF MARINE INSURANCE. By M. D. CHALMERS, C.S.I., Parliamentary Counsel to the Treasury; and DOUGLAS OWEN, Barrister-at-Law, Secretary to the Alliance, Marine, and General Assurance Co. (Limited). SECOND EDITION. William Clowes & Sons (Limited).

This book, it may be assumed, represents practically what will be the statute law of marine insurance as soon as the Marine Insurance Bill, which has now been before the Legislature for nearly ten years, becomes law. This session the Bill has already passed the House of Lords, and was brought to the House of Commons on the 27th of March. What will happen to it it is, under existing circumstances, not easy to predict. But meanwhile the present volume digests the law in very convenient form, following up the propositions, in the manner which has become usual, by illustrative examples. That the work has received careful revision is shown by the inclusion of a reference to the recent case of *Angel v. Merchants' Marine Insurance Co.* (Times, 8th April), on the question of valuation for the purpose of constructive total loss. The form of a Lloyd's policy, with rules for its construction, is given in a schedule.

Statute Law.

PATERSON'S PRACTICAL STATUTES. THE PRACTICAL STATUTES OF THE SESSION 1902 (2 ED. 7); WITH INTRODUCTIONS, NOTES, TABLES OF STATUTES REPEALED, AND SUBJECTS ALTERED, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Law Times Office.

This volume continues the handy series of statute books which is issued under Mr. Cotton's editorship. The only statutes calling for any extensive annotation are the Licensing Act, 1902, and the Education Act, 1902, and Mr. Cotton's notes will be found to facilitate the understanding of both these measures. Statutes of considerable administrative importance were passed in the Midwives Act and the Metropolitan Water Act, but these do not touch the general law. For some years now legislative activity has been at a low ebb, and the alteration of the law, so far as it takes place, is almost left to the judges. But their opportunities, unfortunately, are limited.

Books Received.

The Law Relating to Powers of Attorney and Proxies. By V. ST. CLAIR MACKENZIE, B.A., Barrister-at-Law. Effingham Wilson.

Ford on Oaths: For Use by Commissioners for Oaths and all Persons Authorized to Administer Oaths in the British Islands and the Colonies, containing Special Forms of Jurats and Oaths, Information as to Affidavits, Affirmations and Declarations, Directions for the Guidance of Solicitors Applying to be Appointed English Commissioners; also Tables of Fees, Statutes, &c., and General Practical Information as to the Powers, Duties, Designation, and Jurisdiction of all Official and Other Persons Authorized to Administer Oaths as Affected by the Commissioners for Oaths Acts, 1889, 1890, 1891, and other Statutes, and by Rules of Supreme Courts of England and Ireland, with Notes of Recent Decisions. Eighth Edition. By FREDERICK HUGH SHORT, Chief Clerk of the Crown Office, King's Bench Division. Stevens & Haynes; Waterlow & Sons (Limited).

The English Reports. Vol. XXVIII.: Chancery VIII., containing Vesey Senior, 2; Belt's Supplement; Eden, Vols. I. and II.; and Brown's Chancery Cases, Vol. I. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Fifteen Decisive Battles of the Law: being a Study of Some Leading Cases in the Law of England. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

American Law Review, May-June, 1903. Editors, SEYMOUR D. THOMPSON, St. Louis, LEONARD A. JONES, Boston. Reeves & Turner.

New York State Library, Melvil Dewey, Director. Bulletin 80. Legislation 19. Review of Legislation, 1902, 1st October, 1901, to 1st October, 1902. Edited by ROBERT H. WHITTEN, Sociology Librarian. Albany University of the State of New York.

Registration of Voters. A Practical Guide to the Preparation of the Lists for the Use of Overseers, Assistant Overseers, Vestry Clerks, Town Clerks, Registration Officers, Rate Collectors, and all Persons connected with the Registration of Electors. By M. MOLONEY, Barrister-at-Law. Knight & Co.

Charts shewing the Fluctuations of Paupers in England and Wales, including London, for the five years 1898-1902, with Explanatory Introduction. By T. LLOYD DAVIS. Knight & Co.

Correspondence.

Notice of Assignment of Lease.

[To the Editor of the Solicitors' Journal.]

Sir,—A. grants a lease to B., who covenants for herself, her executors, administrators, and assigns, to give notice of every assignment or underlease to A., and pay a fee of one guinea. B. assigns to C. C. underleases to D. C. then assigns, subject to the underlease, to E. D. mortgages his underlease by assignment to F., who gives notice of the mortgage to E. Must E. pass this notice on to A., with the fee, and will his default in doing so render his lease liable to forfeiture?

The point is one frequently arising in practice, but we have been unable to find any reference to it in the text-books.

London, June 10.

SUBSCRIBERS.

[We take it that the covenant by B. only extends to assignments and sub-leases by the immediate lessee for the time being (see *Williams v. Williamson*, L. R. 9 Ch. App. 729, 732). It does not apply to an assignment by a sub-lessee, and hence there seems to be no need for E. to pass the notice on to A.—ED. S.J.]

The following are the arrangements made for hearing Probate and Divorce cases during the coming Trinity Sittings: Undeclared matrimonial causes will be taken on Tuesday, Wednesday, and Thursday next, and Tuesday, the 11th, and Wednesday, the 12th of August next, and on each Monday during the sittings after motions. Probate and defended matrimonial causes for hearing before the court itself will be taken on Friday, the 12th, Tuesday, the 16th, Wednesday, the 17th, Thursday, the 18th, and Friday, the 19th inst., and may also be taken in Court II. when Admiralty cases are not appointed to be heard. Special jury cases will be taken on and after Tuesday, the 23rd inst. Common jury cases will be taken on and after Thursday, the 30th of July. Divisional Courts will sit on Tuesday, the 7th of July, and Tuesday, the 4th of August. Motions will be heard in court at 11 o'clock on Monday, the 15th inst., and on every succeeding Monday during the sittings; and summonses before the judge will be heard at 10.30 a.m. on Saturday, the 13th inst. and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30.

Points to be Noted.

Conveyancing.

Vendor and Purchaser—Delay in Completion—"Wilful Default."—If a vendor makes an error as to his rights, and persists in it until he is shewn to be in the wrong by an adverse decision on the point in dispute, and if the completion of the purchase is thereby delayed, this delay is due to wilful default on his part, notwithstanding that that error was made in good faith. Hence the purchaser will not, under such circumstances, be liable to pay interest under the common condition of sale binding him to pay interest in the event of delay for any other cause than the "wilful default" of the vendor. But otherwise if the real cause of delay, was not the vendor's mistake as to right, but the purchaser's inability to find the purchase-money. —*BENNETT v. STONE* (C.A., Feb. 3) (51 W. R. 338; 1903, 1 Ch. 509).

Renewal of Lease to a Person having a Partial Interest in the Leasehold Property.—In the case where a renewed lease is taken by a trustee or by a person—such as a tenant for life—who by reason of his position can only take in the interest of, or as an accretion to, the estate, there is an absolute rule that the renewed lease is taken for the benefit of the estate, and the lessee is debarred from setting up any greater beneficial interest therein than he has in the estate. But persons who are interested as joint owners, or who take a share as next-of-kin in the estate of the deceased lessee, are not subject to any such absolute rule; and assuming there is a presumption that the renewal is for the benefit of the estate, yet it is a rebuttable presumption, and will be rebutted if there has been no fraud or unfair dealing, and if the renewal was not in fact taken on behalf of the estate—*Biss v. Biss* (C.A., March 20) (51 W. R. 504.)

Criminal Law.

Intoxicating Liquors (Sale to Children) Act, 1901—Vess. 1 Imperfectly Sealed—Gummed Paper Label.—An information was preferred against the appellant under section 2 of the Intoxicating Liquors (Sale to Children) Act, 1901, for selling liquor to a child otherwise than in a corked and sealed vessel. It was proved that the liquor was sold to a child of seven years of age in a bottle with a screw stopper. Over this stopper was gummed a strip of paper (or label) which was continued for an inch down each side of the bottle. When handed to the child the gum was quite dry and firmly stuck to the bottle. Before the magistrates, a police witness shewed that by moistening such a label with the tongue, the stopper of the bottle could be easily withdrawn without injuring the label, and replaced without any signs of removal being shewn. "Sealed" is defined by section 5 of the Act to mean "secured with any substance without the destruction of which the cork, plug, or stopper cannot be withdrawn." The magistrates found as a fact that the bottle was not secured as required by the Act, and convicted, but stated a case. Held, by a Divisional Court, that there was evidence to support the justices' finding of fact that the stopper could be withdrawn without the destruction of the label, and that, therefore, the court would not interfere. Appeal dismissed.—*MITCHELL v. CRAWSHAY* (1903, 1 K. B. 701).

Metropolis—Michael Angelo Taylor's Act—Lights Hanging over Pavement—"Meat or Offal or other Matter or Thing."—The respondents had caused three reflector lights to be hung outside their premises in Victoria-street, Westminster. These lights hung over the pavement to the extent of four feet at a height of fifteen feet from the ground. The respondents were served by the surveyor for the City of Westminster with an order to remove the lights, but refused to comply therewith, and were accordingly proceeded against in a police-court under section 65 of Michael Angelo Taylor's Act (57 Geo. 3, c. xxix). That section provides that if any person "shall hang out or expose, or cause or permit to be hung out or exposed, any meat or offal or other matter or thing whatsoever from any house" he shall be liable to a penalty. The magistrate dismissed the summons but granted a case, holding that the lights were not within the Act. On appeal, a Divisional Court upheld the decision of the magistrate, deciding that the lights did not come within the Act, which applied to things temporarily hung outside a house, not to things permanent and affixed to the house.—*WINBARROW v. THE LONDON JOINT STOCK BANK (LIMITED)* (19 Times' L. R. 500)

The worst week in all the year for the poor is says the *Daily Mail*, the third week in February, and the time of the year when the burden of poverty weighs lightest is July. This is graphically shewn by a chart—the first of its kind—prepared by Mr. T. L. Davis, of the Statistical Department of the Local Government Board, and covering the five years 1898-1902. Indoor pauperism in the dark days of last December was worse than at any time since 1857, though a little comfort may come from the knowledge that its increase is not faster than the increase of population. And outdoor pauperism is decreasing.

Result of Appeals.

House of Lords.

Wills (Limited) v. General Commissioners of Taxes for Clerkenwell and Another. Petition of the appellants that the appeal may be withdrawn (the agents for the respondents consenting thereto). Read and ordered as prayed. June 11.

Appeal Court I.

(New Trial Paper.)

Wills and Others v. London General Omnibus Co. Application of defendants for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Darling and a common jury, Middlesex (set down March 10, 1903). Dismissed with costs. June 9.

Simpson v. Simpson (Oppenheim and Others, third parties). Application of defendant for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Wills and a special jury, Middlesex (set down Feb. 27, 1903). Dismissed with costs. June 10.

Simpson v. Simpson. Application of Reitlinger, third party, for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Wills and a special jury, Middlesex (set down March 28, 1903). Dismissed with costs. June 10.

de Meray v. de Meray. Application of defendant for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Ridley and a special jury, Middlesex (set down Jan. 31, 1903). Settled on terms. June 10.

Macnaughten v. Macnaughten. Application of defendant for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Giffiths and a special jury, Middlesex (set down March 10, 1903). New trial ordered. June 11.

Simpson v. Simpson (heard June 10). Stay of execution pending appeal to House of Lords granted on security to satisfaction of master. June 11.

Appeal Court II.

(Interlocutory List.)

Lowenfeld v. Lowenfeld (Corbet intervening). Appeal of respondent from order of The President (set down May 8, 1903). Dismissed with costs on opening. June 9.

Sackville and Others. Appeal of defendants from order of Mr. Justice Kekewich (set down May 9, 1903). Allowed with costs. June 9.

Matter of A. C. Macintosh and E. Thomas, carrying on business as Macintosh, Dixon, & Co. Appeal of Treaharris Brewery Co. and the liquidator from order of Mr. Justice Byrne (set down May 27, 1903). Allowed with costs. June 10.

(General List.)

Wain v. Jarvis and Another. Appeal of defendants from order of Mr. Commissioner Greene, K.C. (Stafford Assizes), set down March 24, 1903. Dismissed with costs. June 10.

The Topical Times (Limited) and Others v. The Mirror of Life Co. (Limited) and Others. Appeal of plaintiffs from order of Mr. Justice Swinfen Eady (set down March 21, 1903). Dismissed with costs by consent. June 10.

[Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

WEST v. SACKVILLE. No. 2. 9th June.

PERPETUATION OF TESTIMONY—RIGHT OF ACTION—LEGITIMACY DECLARATION ACT, 1858 (21 & 22 VICT. c. 93), ss. 1, 8—R. S. C., 1883, XXXVII. 35.

Appeal from a decision of Kekewich, J., made in an action brought by R. H. J. B. Sackville West against Lord Sackville and other members of the Sackville-West family and the Attorney-General for the purpose of perpetuating testimony with regard to the following facts: That the plaintiff was the legitimate son of the defendant Lord Sackville, and was entitled in tail male expectant on the decease of the said Lord Sackville to the family estates, and to the dignity, title, and honour of Baron Sackville de Knole. The plaintiff, by his statement of claim, alleged that Lord Sackville, in 1864 or 1866, was duly married to one Joséphine Duran de Ortega, either in Spain or in France, and that he (the plaintiff) was the eldest child of the marriage, having been born at Arcachon on the 24th of June, 1869; that the defendants, other than the Attorney-General, falsely asserted that Lord Sackville was never married, and that the lady in question was at the time of her alleged marriage to Lord Sackville the lawful wife of one De la Oliva; that he (the plaintiff) had discovered that the lady was acknowledged by Lord Sackville to be his true and lawful wife, and the plaintiff to be the lawful issue of the marriage; but that he was unable to bring to trial his rights and claims so long as Lord Sackville was entitled in possession to the said properties and dignity, and that several of the necessary witnesses were old and infirm. It appeared that in 1897 the present defendants, other than the Attorney-General, had themselves commenced an action against the present plaintiff and the Attorney-General to perpetuate testimony with reference to the fact that the plaintiff was not the legitimate son of Lord Sackville—the same fact as now in issue; that in that action several Spanish witnesses were

examined in Gibraltar; that the plaintiff had sent a representative to Gibraltar who was present at the examination of, but did not cross-examine, the witnesses. Kekewich, J., granted the plaintiff leave to issue letters of request for the examination of certain named witnesses in Spain, and to sue out a commission for the examination of certain witnesses resident in France, being of opinion that the plaintiff came within Ord. 37, r. 35, and that a suit to perpetuate testimony lay, notwithstanding the fact that the plaintiff might have obtained a determination of all the material facts by proceeding under the Legitimacy Declaration Act, 1858. The defendants appealed. It was argued on behalf of the appellants, the Attorney-General submitting that in exercising their discretion the court should remember that Lord Sackville was the principal witness in the case, that (1) the plaintiff should have proceeded under the Legitimacy Declaration Act, 1858, (2) that no order should be made to examine witnesses who had already been examined. It was argued on behalf of the respondent that great injustice would result if he was compelled to bring the matter to trial at once, that he might be unable, by want of sufficient evidence, to prove now what he could prove hereafter when fresh evidence had come to light.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I do not think that the order made for the examination of these witnesses for the perpetuation of their testimony ought to have been made. I do not agree with the suggestion that anyone is entitled as a matter of right to an order of this sort in an action to perpetuate testimony. The court has a discretion as to whether it will make the order or not, and I think that the plaintiff's case has not been brought before the court in such a manner as to induce the court to exercise its discretion in his favour. It was suggested by Mr. Bankes that, because under the old practice of the Court of Chancery a suit to perpetuate testimony could only be effectually brought in a case in which the matter in controversy would not be made the subject of immediate judicial investigation, it necessarily followed that, inasmuch as the plaintiff could, if he chose, immediately bring an action under the Legitimacy Declaration Act for a declaration of his legitimacy, an order ought not to be made for the perpetuation of testimony. I cannot agree with this, though I agree that it is a matter to be taken into consideration by the court in the exercise of its discretion. I should hesitate to lay down any hard and fast rule. If the court is of opinion that in substance, by virtue of the Legitimacy Declaration Act, the plaintiff can try immediately the only question really at issue—the legitimacy of the plaintiff—then the court, in its discretion, ought to refuse the present order.

ROMER, L.J.—I think that the court is not bound, in the circumstances of this case, to make an order for the examination of witnesses. I do not say that an action could not on the face of it be brought under Ord. 37, r. 35, but it must be remembered that the rules are rules of procedure, and were not intended to form a code. Rule 35 does not oblige the court to make an order in every action which comes under it. The court is entitled to look at the circumstances of the case. The only testimony which the plaintiff asks to obtain is testimony as to the validity of his mother's marriage, the main questions to be determined being whether there was a valid ceremony, and whether the lady was already married at the time. As this testimony can be obtained under the Legitimacy Declaration Act, I think that, for this short reason alone, the appeal must succeed.

STIRLING, L.J.—The object of actions to perpetuate testimony is to prevent failure of justice. The procedure is governed by Ord. 37, r. 35. It seems to me that although the plaintiff brings himself within the terms of that order, yet the court, in considering whether it will grant relief, is entitled to look at the circumstances of the case. The only fact in issue is the legitimacy of the plaintiff, and by the Legitimacy Declaration Act, 1858, means are provided by which that fact can be properly investigated. This being so, the present order ought not to have been made.—COUNSEL, *Eldon Bankes, K.C., and F. Bankes; Sir R. B. Finlay, A.G., and R. J. Parker; Warrington, K.C., and Waggett.* SOLICITORS, *Meynell & Pemberton; Solicitor to the Treasury; Osborn & Osborn.*

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

Cases of Last Sittings.

Court of Appeal.

Re THE IDO INVESTMENT TRUST (LIM.). No. 2. 13th and 29th May.

PRACTICE—COSTS—COMPANY—PETITION FOR WINDING UP—DISMISSAL OF PETITION—UNSUCCESSFUL APPEAL—MORE THAN ONE SET OF CONTRIBUTORIES OPPOSING PETITION—COSTS TO BE ALLOWED ON APPEAL.

In this case a petition to wind up the above-named company had been presented by a creditor and dismissed by Byrne, J., with costs. The petition was opposed by two sets of contributories, and one set of costs was allowed between them. The petitioner appealed, and his appeal was dismissed with costs. The notice of appeal had been served on both sets of contributories, and they had both appeared on the appeal. The order as drawn up allowed only one set of costs of the appeal between the contributories, and the question arose whether that practice applied in the case of contributories supporting the successful side on an appeal.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COLEMAN-HARDY, L.J.J.) reserved judgment for the purpose of inquiring of the registrars whether there was any settled rule of practice on the subject.

VAUGHAN WILLIAMS, L.J.—We have made inquiries and we have had a most careful report made to us by the learned registrars, and the result is

that it cannot be truly said that there is any fixed practice whatever in this matter. Before I say what our conclusion is as to what the order ought to be in these circumstances, I propose to say a word about a case which was cited in the course of the discussion, *Re The New Gas Co.* (25 W. R. 643, 5 Ch. D. 703). It was suggested that there was something said in that case by Sir George Jessel which disposed of this question, but really if the decision is carefully looked at it does not dispose of this question at all. There being neither express authority nor practice in dealing with this matter, it rests with us to lay down a rule ourselves as to how the costs should be dealt with in cases where there is an appeal from a decision of the learned judge before whom the petition for winding up was heard. We think that the proper rule to lay down is this: That the appellant, who presumably has been ordered to pay one set of costs amongst those shareholders or creditors who supported the respondent in the court below, must make up his mind whether it is worth his while to disturb that part of the order which gave to those shareholders or creditors who supported the successful party one set of costs. If, having paid that one set of costs, he wishes to be recouped that amount, or not having actually paid he wishes to get rid of his liability under the original order, he is asking for an order which obviously will affect personally those individual shareholders or creditors. He may think that it is not worth his while to run the risk of additional costs by asking for a discharge or modification of that part of the order, and in those circumstances he should limit his appeal and make it plain that he does not seek to affect that part of the order which gave the one set of costs among those who supported the respondent. Then it is said that the shareholders and creditors who appeared below had the right to appear on the appeal in the same way that they did in the court below; they must not be excluded from that right and must have notice of the appeal. Now we think that that difficulty can be got over. The appellant who wishes to avoid the risk of costs in respect of those costs, which those supporting the respondent below have either had paid to them or have the right to have paid to them, must write a letter to those creditors or shareholders to tell them, if it be the fact, that he does not propose either to ask for recoupment or to disturb that part of the order—a letter which, if properly framed, must of course announce the fact of the pending appeal; then any creditors or shareholders who think fit to appear upon the appeal may do so under the rule which we propose to lay down with full knowledge that the rule of one set of costs amongst them all which is applied in the court of first instance will continue to apply in the Court of Appeal. To put it shortly, inasmuch as there is an order appealed against which if appealed against in its entirety might be wholly reversed and take away from those creditors or shareholders supporting the respondent the costs which they got in the court below, the appellant must give due notice that he does not propose to ask to have the order modified or discharged in such a way as to affect at all the right to costs which has been given by the judgment in the court below to those creditors or shareholders. And having regard to the fact that those shareholders and creditors have the right to appear in the Court of Appeal notwithstanding that they personally are not proposed to be affected by the order that is asked for by the appellants, a letter such as that which I have suggested ought to be written to them saying that it is not proposed to affect that part of the order, then if those creditors or shareholders like to appear it will be with the knowledge that they will only get one set of costs amongst them. In the present case both sets of contributors will get their costs, and the words of the order limiting them to one set will be struck out.—COUNSEL, *Gatey; R. J. Parker; Kirby*. SOLICITORS, *Ingle, Holmes, Sons, & Pott; Pritchard & Sons; Ashurst, Morris, Crisp, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

LAMBOURN v. MACLELLAN. No. 2. 28th May.

LANDLORD AND TENANT—FIXTURES—TRADE MACHINERY—GENERAL WORDS—EJUSDEM GENERIS—RIGHT OF TENANT TO REMOVE MACHINERY.

This appeal against a decision of Kekewich, J., raised an important question as to the right of a tenant to remove trade fixtures on the expiration of his lease. On the 16th of February, 1899, a lease of a house in Crispin-street, Spitalfields, was granted for a term of twenty-one years from the 29th of September, 1898. In the lease the tenant was described as a boot and shoe manufacturer. The lease contained a covenant by the tenant in the following words: "And the same—i.e., the premises—and every part thereof, with the glass windows, window panes, wainscots, floors, partitions, and ceilings, and the inside of the said premises being so well and sufficiently and substantially repaired, upheld, supported, sustained, maintained, painted, glazed, papered, whitewashed, leaded, cleansed, scoured, preserved, amended, and kept in repair as aforesaid, shall and will at the end and expiration or other sooner determination of the said term hereby granted peaceably and quietly leave, surrender, and yield up unto the lessor, together with all doors, locks, keys, bolts, bars, staples, hinges, iron pins, wainscots, hearths, stoves, marble and other chimney-pieces, slabs, shutters, fastenings, wainscots, partitions, pipes, pumps, sinks, gutters of lead, posts, pales, rails, dressers, shelves, and all other erections, buildings, improvements, fixtures, and things which are now or which at any time during the said term hereby granted shall be fixed, fastened, or belong to said message and premises or any part thereof." There was also a covenant that the tenant would not carry on upon the premises any trade or business, except that of a boot and shoe manufacturer, without a licence of the lessor, and that the tenant would not erect on the premises any machinery other than that propelled by hand or foot without the consent of the lessor. The tenant erected some machinery of this kind which was attached to the building by screws or otherwise for its convenient user. The tenant having become a bankrupt, this action

was brought by the lessor and his mortgagee against the trustee in the bankruptcy to restrain him from removing and selling the machinery. Kekewich, J., held that the case was governed by *Bidder v. The Trinidad Petroleum Co.* (17 W. R. 153), and that the general words in the covenant applied, and the trustee was not entitled to remove the machinery. His lordship thought that the case of *Bishop v. Elliott* (3 W. R. 454; 11 K. 113) was distinguishable. The trustee appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—This trade machinery is not such as has in any sense become an integral part of or an addition to the building. On the contrary, the only connection of the machinery with the building is for the more convenient user of the machinery. It is plain that it was contemplated by both parties to the lease that the tenant should use the building as a boot and shoe manufactory; there is an express reference to machinery, and a provision that only a particular kind of machinery should be erected. Then comes the covenant as to the delivery up of the premises by the covenant. There can be no doubt that *prima facie* trade fixtures would be removable by the tenant at the end of his term, and the question is whether, upon the true construction of this covenant, there is anything to take away this right of removal. The things enumerated in the particular words of the covenant are such as are generally called "landlord's fixtures," and by the ordinary rule would not be removable by a tenant as against his landlord. It is clear that these particular words do not include machinery. It is difficult to suppose that if the landlord had intended that machinery should not be removed he would not have said so plainly. In my opinion this machinery does not come within the general words at the end of the covenant. This case ought to be decided on the basis of *Bishop v. Elliott*, which lays down the rule of *ejusdem generis* in this way—that if particular words constitute a genus, the general words which follow must be limited to that genus. In the present case all the particular words have the common characteristic of irremovability, and in those circumstances the general words ought not to be applied to things which in the absence of agreement are removable by the tenant. But apart from this ground, I think that the general words used in this case are not applicable to machinery attached as this machinery was to the building. It is very desirable that the court should lay down such a general rule that landlords and tenants can know once for all what a tenant is entitled to do. If the landlord intends to restrict the right of the tenant to remove trade fixtures attached in this way he must say so plainly. If the matter is left in doubt the right of the tenant to remove will not be affected.

ROMER and COZENS-HARDY, L.J.J., delivered judgments to the same effect.—COUNSEL, *Stewart Smith, K.C., and E. Ford; Warrington, K.C., and Rolt*. SOLICITORS, *Stanley Evans & Co; Morgan, Upjohn, & Leach*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

New Orders, &c.

Transfer of Actions.

ORDER OF COURT.

Friday, the 29th day of May, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice KEKEWICH (1903—N.—No. 520).

In the Matter of N. Defries & Co. (Limited). Frank Gerhardt-Bowen v. N. Defries & Co. (Limited). HALSBURY, C.

Law Societies.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. Grantham R. Dodd in the chair, the other directors present being Sir George Lewis, Bart., and Messrs. W. F. Blandy (Reading), Alfred Davenport, Walter Dowson, W. H. Gray, J. R. B. Gregory, H. E. Gribble, Richard Pennington, J.P., W. Arthur Sharpe, R. S. Taylor, Walter Trower, R. W. Tweedie, and J. T. Scott (secretary). A sum of £550 was distributed in grants of relief, fifty-eight new members were admitted to the association, and other general business transacted.

Mr. Baylis, K.C., has, says the *Globe*, at the age of 86, decided to resign the judgeship of the Liverpool Court of Passage, to which he was appointed twenty-seven years ago. Lord Russell of Killowen was among the unsuccessful candidates for the position when Mr. Baylis was appointed, one of the attractions of this old judicial office being that its occupant is at liberty to practise at the bar. Mr. Baylis, who began his career as a special pleader as long ago as 1840, was called to the bar at the Inner Temple in 1856, and received the honour of "silk" in 1875. He has written an excellent little history of the Temple Church, and has two legal treatises to his account, one dealing with the relations of domestic servants and their mistresses; the other with treasure trove and "findings."

Law Students' Journal.

Council of Legal Education.

The following are the awards of the council upon the recent Trinity General Examination and for the Barstow Law Scholarship, held in Lincoln's-inn-hall from the 25th to the 29th May last. L.I. means Lincoln's-inn, I.T. means Inner Temple, M.T. means Middle Temple, and G.I. means Gray's-inn.

The Barstow Law Scholarship was awarded to Rowland Burrows, Inner Temple.

FINAL.

Class I. (in order of merit).—R. Burrows, I.T. (studentship of 100 guineas per annum, tenable for three years); G. F. Spear, I.T., and N. G. Chrymmins, M.T. (certificates of honour).

Class II. (in alphabetical order).—J. C. Bilimoria, F. de Zulueta, and C. E. Babb, L.I.; C. F. du Croz, M.T.; L. H. Elphinstone, L.I.; F. I. Gomez, M.T.; C. F. R. Gubbins and G. H. Higgins, I.T.; W. E. Hughes, M.T.; J. T. Isaac, I.T.; G. Jones, G.I.; A. E. Lopez, M.T.; J. R. Lort-Williams, L.I.; J. S. Low, M.T.; F. B. Merriman, I.T.; P. K. Mukerji, M.T.; E. W. Ridges, L.I.; R. E. Ross, M.T.; W. H. N. Secker, I.T.; J. H. C. Sproule and G. G. Sutton, M.T.; P. H. Winfield, I.T.

Class III. (in alphabetical order).—C. G. Alabaster, I.T.; Murtaza Ali and Ali Altouf, L.I.; V. J. Buckle, G.I.; T. Buissinè, I.T.; B. N. Chowdhry, G.I.; A. F. Corbett, I.T.; A. D. Cowburn, M.T.; M. J. Dean, I.T.; O. E. Dickinson, G.I.; M. R. Dixit and G. M. Gathorne-Hardy, I.T.; K. S. Grewal, L.I.; Abdul Hakim, G.I.; C. M. Halford and C. E. M. Hey, I.T.; F. M. Hillier, L.I.; P. D. Holt, I.T.; Mirza Hyder-Beg, L.I.; S. F. Isitt and S. H. Jenks, M.T.; J. E. King, I.T.; W. G. Lewis, G.I.; A. S. H. Maclean, M.T.; J. H. Menzies, L.I.; W. H. Moonan, M.T.; R. M. C. Munro and H. P. Murray, I.T.; T. G. Nayar and S. S. Patker, M.T.; J. N. A. Phillips, G.I.; Hon. V. B. Parnaby, I.T.; W. Price, Suryakant Ramdas, and H. D. Roberts, M.T.; R. B. Sanderson, I.T.; P. K. Sen, G.I.; C. E. Seton, L.I.; G. D. Stanford, M.T.; D. L. Thomas, G.I.; A. K. Turner, M.T.; H. van Cuylenburg, G.I.; W. J. von Winckler, E. L. Watt, J. A. Williams, S. E. Williams, and M. Wimpheimer, I.T.; H. S. Wood-Smith, L.I.

The number examined was 94, of whom 73 passed.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

Class I.—A. Brand, G.I.; M. N. Drucquer, M.T.; J. Menzies, L.I.; R. E. Nicholls, G.I.; A. Porter and W. C. J. Shortt, M.T.

Class II.—M. A. Bari, L.I.; L. H. Barnes, I.T.; S. Barton and E. A. Blomfield, M.T.; E. J. P. Brown and A. W. T. Chamell, I.T.; C. W. Clinton and J. W. Drew, L.I.; H. E. Drummond-Lloyd, I.T.; A. C. Durr and R. A. Griffith, M.T.; C. M. Halford, I.T.; J. E. Jarvis, M.T.; W. J. Jeeves, L.I.; M. Hussein Khan, H. Lancaster, and C. S. Powers, I.T.; K. L. Preedy and W. M. R. Pringle, M.T.; F. Y. Stanger and H. C. Stokes, L.I.; N. M. Tarachand, M.T.; C. B. L. Tennyson and H. van Cuylenburg, G.I.; J. B. Wroughton, I.T.

Class III.—A. C. Aglionby, I.T.; A. Alexander, G.I.; M. A. Ali, L.I.; J. Atkinson and D. Beggs, G.I.; A. G. Biden and J. E. Biney, I.T.; P. K. Bane, M.T.; J. P. Brown-Pobee, L.I.; A. G. C. Collins, I.T.; H. G. L. Davidson, M.T.; J. Davidson, L.I.; H. H. d'Egville, M.T.; F. de Zulueta, L.I.; M. R. Dixit, I.T.; M. A. Fakih, L.I.; H. B. Farquhar, I.T.; J. W. Finn and W. M. Freeman, M.T.; E. L. L. Gibbon, I.T.; J. S. Herbert, M.T.; N. E. Holden and Aboul-el-Magd Ibrahim, I.T.; A. Johnson and J. J. Hemp, M.T.; K. A. S. Khan and Mehdi Khan, I.T.; Mohsin Ali, Khan, M.T.; P. Lee, I.T.; C. J. S. Macara-Finnie, L.I.; T. W. Marshall, G.I.; K. S. Menon and X. R. Meyer, M.T.; H. A. Mir, L.I.; S. C. Mitra, C. M. Nayar, and C. F. S. Oehme, M.T.; C. J. Parton, L.I.; H. B. R. Pauling, I.T.; T. R. Phookum, G.I.; D. Sayer and C. D. Schwann, I.T.; W. J. H. Seymour-Leet, M.T.; W. C. Syer, L.I.; A. Tafa, M.T.; S. M. Zarif, G.I.

The number examined was 104, of whom 77 passed.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

Class I.—No award.

Class II.—F. de Zulueta, L.I.; R. C. K. Ensor, I.T.; H. W. E. Ministry, G.I.; J. H. Menzies, L.I.; W. M. R. Pringle, M.T.; S. O. Purves and H. N. Spalding, L.I.

Class III.—J. C. Adam, M.T.; J. W. S. Armstrong, J. G. Aurret, and G. B. Barnes, I.T.; G. Borwick, M.T.; G. F. Bower, I.T.; J. S. Davies, M.T.; L. J. Counsel, G.I.; H. G. L. Davidson and D. G. W. Davies, M.T.; M. J. de Freitas and W. F. E. Denison, I.T.; A. C. Durr, M.T.; T. Eastham, L.I.; J. G. K. Farrar and Bidyutprakash Gangopadhyay, I.T.; J. H. F. E. R. C. Gey van Pittius, M.T.; A. G. Gordon, I.T.; Abul Hasan, L.I.; G. M. Hilberry, G.I.; G. Hoare, I.T.; E. A. Hoffgaard, M.T.; H. S. Howard, L.I.; M. W. Hughes, W. Kennerley, and H. H. King, I.T.; H. A. Lane, G.I.; J. H. H. Manley, M.T.; W. F. Marais and J. B. Marshall, I.T.; R. L. Marshall, M.T.; G. St. J. McDonald, G.I.; R. J. Meller, M.T.; G. G. Menell, I.T.; H. W. Morrison, G.I.; F. C. Niemeyer, R. T. L. Parr, and W. T. Potter, I.T.; J. W. Potter, M.T.; K. E. Poyser, I.T.; E. L. Price, F. W. A. Pridaue and Birendronath Sasmal, M.T.; R. A. P. Serradana, G.I.; F. Y. Stanger and H. A. Stokes, L.I.; H. J. P. Sweeney, E. J. A. Taylor, and L. C. Thomas, M.T.; H. van Cuylenburg, L.I.; S. Wade, M.T.; R. A. Willes, L.I.; E. E. G. Williams, I.T.

Out of 97 examined, 60 passed.

ROMAN LAW.

Class I.—J. H. Menzies, L.I.

Class II.—H. L. Beazley, I.T.; A. Brand, G.I.; A. Cross and W. F. E.

Denison, I.T.; F. B. Gall, M.T.; Moung Moung, L.I.; E. A. Parry, I.T.; R. A. Reith, M.T.; F. A. Shepstone, I.T.; G. V. Smith, L.I.; G. H. Thomas, M.T.

Class III.—J. W. S. Armstrong, I.T.; R. E. V. Bax and S. A. Bilgrami, L.I.; R. J. Blackham, M.T.; W. W. Brew, L.I.; W. V. Cooper, I.T.; J. Davidson, L.I.; C. E. M. Dillon, M.T.; T. Eastham, L.I.; R. C. K. Ensor and C. P. Goodden, I.T.; R. A. Griffith, M.T.; J. A. W. Hadden, A. Hawkyard, W. Hedley, L. G. Hoare and W. G. I. Hope, I.T.; S. Asghar Husain, G.I.; W. J. Jeeves, L.I.; N. Kendal, W. W. Kennerley, and J. Lamont, I.T.; W. A. Lawton, M.T.; H. W. Leigh-Bennett, I.T.; G. R. McDowell, M.T.; P. V. McInerney, G.I.; E. S. Montagu, I.T.; F. B. Motiwala, G.I.; M. C. Naidu, L.I.; Mahesh Parsad, M.T.; G. H. R. Pauling and R. F. P. Philipson-Stow, I.T.; C. Porter, M.T.; E. M. Poynton and J. V. Rees-Roberts, L.I.; C. B. Saunders, M.T.; S. P. Sen, G.I.; W. J. H. Seymour-Leet, M.T.; F. B. Sharp, G.I.; J. B. Sharpe, L.I.; H. van Cuylenburg, G.I.; E. A. D. White, I.T.; J. D. Young, G.I.

Of the 87 examined, 55 passed.

The Controller of Patents on the Trend of Invention in 1902 and the Operation of the Patents Act, 1902.

THE report of the Controller of Patents, just issued, contains the following remarks:

Trend of Invention in 1902.—In 1902 the development, noticed in previous years, of inventions relating to electric traction was continued, though not so rapidly as in 1901. There was again a large increase in the number of applications for motor cars, especially motor cycles. Much attention was given to wireless telegraphy, and among other favourite subjects of invention were golf balls and clubs and reversible outside seats for trams-cars. In the early months of 1902 the popularity of the game of table-tennis produced a large number of applications for racquets, nets, &c., but the increase had nearly disappeared at the close of the year. The disastrous fire in the City of London (on the 9th of June) at which ten lives were lost owing to the insufficient length of the escapes, led to a large increase in applications for fire-escapes, but this also only lasted for a short time. So far as can be judged by the titles of applications, the Coronation, with its accompanying events, did not appreciably affect the course of inventions. Among the few cases connected with it was one for arranging incandescent lamps for outlining buildings in illuminations.

The Patents Act, 1902.—In my last report I referred to the recommendations made by the committee appointed by the Board of Trade to inquire into the working of the Patents Act, and explained that the Patents Act, 1901, had been passed in pursuance of one of these recommendations. The remaining recommendations of the committee have since been dealt with by the Patents Act, 1902, which was introduced in the House of Commons on the 10th of February and received the Royal Assent on the 18th of December. The effect of section 1 of the Act will ultimately be to impose on the staff of the Patent Office in addition to its present duties the obligation of ascertaining in the case of every application for a patent, which reaches the complete stage, whether the invention sought to be patented has been wholly or in part described or claimed in any prior specification, other than a provisional not followed by a complete specification, deposited pursuant to any application for a patent in the United Kingdom during the fifty preceding years. If, as the result of this official search, it appears that the invention sought to be patented has been so claimed or described, the applicant will be informed and will have the opportunity of amending his specification so as to confine it to so much of his supposed invention as he may desire to patent in view of the specifications to which his attention has been called by the office. The specification if so amended will then have to be re-examined by the official staff. If the Comptroller is satisfied that it is not open to objection on the ground that the invention claimed thereby has been wholly or partly claimed or described in any of the previous specifications brought to light by the official search, he will be required in the absence of any other lawful ground of objection to accept it. But if he is not so satisfied, he will after hearing the applicant and unless the objection has been removed by amendments to his satisfaction, be required to decide whether a reference to any, and if so, to what, prior specifications ought to be made on the specification by way of notice to the public, and an appeal will lie from his decision to the law officer. In pursuance of the recommendations of the Departmental Committee above referred to, this section will not come into operation until such date as the Board of Trade may by order direct, and it will apply only to applications made after that date. In the meanwhile much preliminary work will have to be gone through, and the official staff will require considerable augmentation to undertake the additional work and responsibilities thrown it by this section. Consequent on the limitations of the official search provided for by section 1, section 2 of the Act, in accordance with a recommendation by the Departmental Committee, provides that an invention covered by any patent to which section 1 applies shall not be deemed to have been anticipated by reason only of its publication in a specification deposited pursuant to an application made in the United Kingdom not less than fifty years before the date of the application for a patent therefor, or of its publication

in a provisional specification of any date not followed by a complete specification. The evils which these sections are designed to meet are generally recognized. In the United States and Germany for many years past no patent has been granted without a preliminary official search for the purpose of ascertaining whether the invention for which the patent is sought is new. There has been no similar official search in this country; and the Departmental Committee came to the conclusion, as the result of their inquiry, that the grant of invalid patents in this country is a serious evil, inasmuch as it tends to the restraint of trade and the embarrassment of honest traders. They accordingly recommend the scheme of search prescribed by the new Act, which, while not going so far as is contemplated by the Patent Laws of the United States and Germany, will, it is hoped, be of great benefit to inventors and the public, and be free from some of the objections which have been brought against the systems of official search in force in other countries. Section 3 of the Act deals with the remaining question referred to the Departmental Committee—viz., the amendment of section 22 of the Patents, &c., Act, 1883, which enabled the Board of Trade in certain cases to compel obstructive patentees to grant compulsory licences. In the Bill for last year's Act as introduced in the House of Commons, the clause superseding the last-mentioned section was drafted in strict accordance with the recommendations of the Departmental Committee, as set out in paragraph 26 of their report. But before the second reading of the Bill strong representations were made to the Board of Trade by the Chambers of Commerce and others that the clause as thus drawn was open to objection and that unless amended it would fail to afford an effective remedy for the evils which it was designed to meet. It was therefore very carefully considered with a view of seeing whether such of the objections raised to it as appeared to be well-founded could be met without departing unnecessarily from the recommendations of the Departmental Committee; and in the result amendments were made in the clause, which were generally accepted as satisfactory.

Obituary.

Mr. J. L. Hannay.

MR. JAMES LENNOX HANNAY, barrister-at-law, formerly a metropolitan police magistrate, died on Sunday in his seventy-seventh year. Mr. Hannay was the eldest son of Mr. John Hannay, W.S., of Edinburgh, and was educated at St. John's College, Cambridge. He was called to the bar in 1852 and was afterwards appointed Recorder of Pontefract, and in 1871 became a metropolitan police magistrate. He retired in 1898.

Legal News.

Appointment.

Sir RICHARD NICHOLAS HOWARD, solicitor, for many years Belgian Vice-Consul at Weymouth, has received from the King of the Belgians the Order and Cross of Chevalier of the Order of Leopold.

General.

Mr. Justice Barnes is stated to be progressing satisfactorily.

In a printed reply to a question by Sir F. Banbury the Chancellor of the Exchequer says that under sub-section 3 of section 24 of the Customs and Inland Revenue Act, 1888, income tax on debentures or debenture stocks should be deducted at the rate of income tax in force at the time of payment of the interest.

The *Globe* reprints the following paragraph from its issue in the year 1839: "Of the effect of education on the morals of a people, even though the system adopted may be lamentably imperfect, the following result is presented in the criminal tables recently laid before Parliament, and printed for the public use. For three years, ending 1838, the average centesimal proportion of persons convicted is stated in the following analysis: Unable to read or write, 34½; able to read or write imperfectly, 53½; able to read and write well, 9½; instruction superior to reading and writing well, ½; instruction not ascertained, 2—100."

A joint committee of the Louisiana legislature, says the *Central Law Journal*, visited the State penal farms for the purpose of reporting on the work done by the board of control. The members of the committee spent some time talking with the negro convicts, and presently one of the negroes recognized a member of the committee, who is a rising young lawyer, not a thousand miles from New Iberia. "You know Mr. B—?" inquired one of them. "Yass, sah, I knows Mr. B— well. He's de one dun sent me heah," replied the darky, with a grin spread all over his face. The man had not heard of Mr. B— officiating as a prosecuting attorney, and wanted to know how he came to send the convict there. "He wuz mah lawyer, sah."

It is one of the boasts of our judicial system, says the *Albany Law Journal*, that the courts are open to all, but there are exceptions to this as to all other rules. According to a dispatch from Grayson county, Kentucky, Jane Woolsey was arrested for "moonshining" and was taken to Owensboro for trial. When escorted to the federal court-room it was found that

the entrance was not large enough to permit the entry to Jane, who though only five feet five inches in height, tips the scales at 430 pounds in her stocking feet, and so the commissioner was forced to telegraph to Washington for permission to try the worthy dame in the open air. Permission was granted, and the commissioner, after some search, found a vacant lot of comfortable dimensions and proceeded with the trial.

On Wednesday last, being the Grand day of Trinity term at Gray's Inn, the treasurer (Mr. Edward Dicey, C.B.) and the masters of the bench entertained at dinner the following guests: Field-Marshal H.R.H. the Duke of Cambridge, K.G., his Excellency the German Ambassador, the Right Hon. Lord Penrhyn, the Right Hon. Lord Bernard, the Hon. Sir Schomberg McDonnell, K.C.B., the Right Hon. Lord Justice Romer, G.C.R., the Attorney-General, General Albert Williams (equerry to H.R.H. the Duke of Cambridge), the Treasurer of the Hon. Society of the Inner Temple (Mr. Buszard, K.C.), Mr. J. G. Griffiths, Mr. Julius Wernher, Mr. C. de Wiart, Mr. Alfred Gilbey, and Dr. Chalmers Mitchell. The benchers present in addition to the treasurer were: Lord Shand, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. Hugh Shield, K.C., Mr. James Sheil, Mr. Arthur Beetham, Mr. John Rose, Mr. Mulligan, K.C., Mr. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. Macaskie, K.C., Mr. Reader Harris, K.C., Mr. Bernard, the Hon. Sir J. A. Davies, with the Preacher (the Rev. Canon C. J. Thompson, D.D.).

According to the *Central Law Journal*, the Supreme Court of Iowa, speaking through Justice Weaver, in *State v. Burns* (94 N. W. Rep. 239), comments as follows upon the limits to which counsel may go in argument: "It is his time-honoured privilege to

'Drown the stage in tears,
Make mad the guilty and appeal the free,
Confound the ignorant, and amaze, indeed,
The very faculties of eyes and ears.'

Stored away in the property room of the profession are moving pictures in infinite variety, from which every lawyer is expected to freely draw on all proper occasions. They give zest and point to the declamation, relieve the tediousness of the jurors' duties, and please the audience, but are not effective in securing unjust verdicts. The sorrowing, 'grey-haired parents,' upon the one hand, and the broken-hearted 'victim of man's duplicity,' upon the other, have adorned the climax and peroration of legal oratory from a time 'whence the memory of man runneth not to the contrary,' and for us at this late day to brand their use as misconduct would expose us to just censure for interference with ancient landmarks."

In the House of Commons, on Tuesday, Mr. Lough asked the Chancellor of the Exchequer whether, in view of the fact that under the Money Lenders Act, 1900, a money-lender was required to be registered under his own name or his usual trade name, and in no other name, and with the address, or all the addresses, at which he carried on his business of money-lending, and not to carry on his business at any address in respect of which he was not registered, and that the Commissioners of Inland Revenue issued certificates of registration which did not state the address for which the money-lender was registered, and sometimes with the surname only, so that the certificate was insufficient for identification, he would request the Commissioners of Inland Revenue to furnish to the judges of the several county courts returns showing up to date, as far as possible, the names, trade names, and other aliases, together with all the addresses, of registered money-lenders. The Chancellor of the Exchequer said the Commissioners of Inland Revenue do not grant certificates of registration under the Money Lenders Act, 1900. The form which they issue to a money-lender who has applied for registration, and which is sometimes produced in court as evidence thereof, is not a certificate of registration at all, but merely a formal acknowledgment of the receipt of the return required by the regulations made under the Act. A certified copy of this return duly stamped can be obtained for a charge of 2s. from the head office of Inland Revenue in London, Edinburgh, or Dublin, as the case may be, and it is reasonable that a money-lender desirous of proving in a court of law that he has been duly registered should do so by the production of such a certified copy. To furnish registrars of county courts with the returns suggested by the hon. member would involve a good deal of trouble, and he did not know that it would serve any sufficient purpose.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KENWICK.	Mr. Justice BYRNE.
Monday, June	15 Mr. Jackson	Mr. Theod	Mr. Church	Mr. B. Leach
Tuesday	16 Pemberton	W. Leach	Greswell	Godfrey
Wednesday	17 Godfrey	Theod	Church	B. Leach
Thursday	18 E. Leach	W. Leach	Greswell	Godfrey
Friday	19 Carrington	Theod	Church	B. Leach
Saturday	20 Beal	W. Leach	Greswell	Godfrey
Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWIFT.
Monday, June	15 Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach
Tuesday	16 Jackson	Carrington	Farmer	Theod
Wednesday	17 Pemberton	Beal	King	Farmer
Thursday	18 Jackson	Carrington	Farmer	King
Friday	19 Pemberton	Beal	King	Greswell
Saturday	20 Jackson	Carrington	Farmer	Church

TRINITY SITTINGS, 1903.

COURT OF APPEAL.

APPEAL COURT I.

Final, Interlocutory and New Trial Appeals from the King's Bench Division, Final and Interlocutory Appeals from the Admiralty Division, and Cases in the Workmen's Compensation Act, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

Final and Interlocutory Appeals from the Chancery Division, and after the 1st week of Trinity Term, Final Appeals also from the King's Bench Division, Final, Interlocutory and New Trial Appeals from the Probate and Divorce Division, Bankruptcy and Lunacy Appeals and Appeals from the Lancaster and Durham Palatine Courts, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

MR. JUSTICE KEKEWICH.

The following will be the Order of Business:—

Monday—Chamber sums
Tuesday—Sht caus, pets, and adj sums
Wednesday and Thursday—Adj sums
Friday—Mots and adj sums

N.B.—The first day of the Sittings, Tuesday, June 9, will also be a motion day.
Thursday, June 25, will be the motion day in that week instead of Friday, June 26, appointed for the celebration of His Majesty's Birthday.

Saturday—Adj sums

Actions without witnesses (not marked short) and further considerations will be heard on days from time to time announced in Daily Cause List.

Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the judge's clerk.

CHANCERY COURT II.

MR. JUSTICE BYRNE.

Tues, June 9...Mots and non-wit list
Wednesday 10...Non-wit list
Thursday 11...Mots and non-wit list
Friday 12...Sht caus, pets, procedure sums, and non-wit list
Saturday 13...Sitting in chambers
Monday 15...Companies Acts and non-wit list
Tuesday 16...Companies Acts and non-wit list
Wednesday 17...Non-wit list
Thursday 18...Mots and non-wit list
Friday 19...Sht caus, pets, procedure sums, and non-wit list
Saturday 20...Sitting in chambers
Monday 22...Companies Acts and non-wit list
Tuesday 23...Mots and non-wit list
Wednesday 24...Sht caus, pets, procedure sums, and non-wit list
Thursday 25...Sitting in chambers
Friday 26...Companies Acts and non-wit list
Saturday 27...Sht caus, pets, procedure sums, and non-wit list
Monday 29...Sitting in chambers
Tuesday 30...Companies Acts and non-wit list
Wed, July 1...Non-wit list
Thursday 2...Mots and non-wit list
Friday 3...Sht caus, pets, procedure sums, and non-wit list
Saturday 4...Sitting in chambers
Monday 6...Companies Acts and non-wit list
Tuesday 7...Non-wit list
Wednesday 8...Mots and non-wit list
Thursday 9...Sht caus, pets, procedure sums, and non-wit list
Friday 10...Sitting in chambers
Monday 13...Companies Acts and non-wit list
Tuesday 14...Non-wit list
Wednesday 15...Mots and non-wit list
Thursday 16...Sht caus, pets, procedure sums, and non-wit list
Friday 17...Sitting in chambers
Monday 20...Companies Acts and non-wit list
Tuesday 21...Non-wit list
Wednesday 22...Mots and non-wit list
Thursday 23...Sht caus, pets, procedure sums, and non-wit list

Friday 24...Mots and non-wit list
Saturday 25...Sht caus, pets, procedure sums, and non-wit list
Monday 27...Sitting in chambers
Tuesday 28...Companies Acts and non-wit list
Wednesday 29...Non-wit list
Thursday 30...Mots and non-wit list
Friday 31...Sht caus, pets, procedure sums, and non-wit list
Sat., Aug. 1...Sitting in chambers
Monday 3...Companies Acts and non-wit list
Tuesday 4...Non-wit list
Wednesday 5...Mots and non-wit list
Thursday 6...Sht caus, pets, procedure sums, and non-wit list
Friday 7...Sitting in chambers
Saturday 8...Companies Acts and non-wit list
Monday 10...Mots and non-wit list
Tuesday 11...Sht caus, pets, procedure sums, and non-wit list
Wednesday 12...Remaining mots, sht caus, pets, &c.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary papers, including two copies of the minutes of the proposed judgment or order, must be left in the Court with the judge's clerk one clear day before the cause is to be put in the paper, in default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

LORD CHANCELLOR'S COURT.

MR. JUSTICE FARWELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice FARWELL will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT IV.

MR. JUSTICE BUCKLEY.

Except when other Business is advertised in the Daily Cause List Mr. Justice BUCKLEY will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

CHANCERY COURT III.

MR. JUSTICE JOYCE.

Except when other Business is advertised in the Daily Cause List Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.

KING'S BENCH COURT I.

MR. JUSTICE SWINFEN EADY.

Tues. June 9...Mots and gen pa
Wednesday 10...General paper
Thursday 11...Mots and gen pa
Friday 12...Manchester and Liverpool business
Saturday 13...Sitting in chambers
Monday 15...Sht caus, pets, and gen pa
Tuesday 16...Sht caus, pets, and gen pa
Wednesday 17...General paper
Thursday 18...Mots and gen pa
Friday 19...Liverpool and Manchester business
Saturday 20...Sitting in chambers
Monday 22...Sht caus, pets, and gen pa
Tuesday 23...Sitting in chambers
Wednesday 24...General paper
Thursday 25...Mots and gen pa
Friday 26...Liverpool and Manchester business
Saturday 27...Sitting in chambers
Monday 29...Sht caus, pets, and gen pa
Tuesday 30...Sht caus, pets, and gen pa
Wed., July 1...General paper
Thursday 2...Mots and gen pa
Friday 3...Sht caus, pets, and gen pa
Saturday 4...Sitting in chambers
Monday 6...General paper
Tuesday 7...Mots and gen pa
Wednesday 8...Manchester and Liverpool business
Thursday 9...Sitting in chambers
Friday 10...Mots and gen pa
Saturday 11...Liverpool and Manchester business
Monday 13...Sitting in chambers
Tuesday 14...Sht caus, pets, and gen pa
Wednesday 15...General paper
Thursday 16...Mots and gen pa
Friday 17...Sht caus, pets, and gen pa
Saturday 18...Sitting in chambers
Monday 20...Companies Acts and non-wit list
Tuesday 21...Sitting in chambers
Wednesday 22...Companies Acts and non-wit list
Thursday 23...Non-wit list

Tuesday 21...General paper
Wednesday 22...General paper
Thursday 23...General paper

Friday 24...Mots and gen pa
Saturday 25...Liverpool and Manchester business
Monday 27...Sitting in chambers
Tuesday 28...Sht caus, pets, and gen pa
Wednesday 29...General paper
Thursday 30...Mots and gen pa
Friday 31...Sht caus, pets, and gen pa
Sat., Aug. 1...Sitting in chambers
Tuesday 4...General paper
Wednesday 5...Mots and gen pa
Thursday 6...Manchester and Liverpool business
Friday 7...Sitting in chambers
Saturday 8...Sitting in chambers
Monday 10...Sitting in chambers

Tuesday 11...General paper
Wednesday 12...General paper

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order, must be left in Court with the Judge's Clerk one clear day before the cause is to be put in the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

COURT OF APPEAL.

TRINITY SITTINGS, 1903.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

(General List.)

Judgments Reserved.

Wynne Finch v Chaytor and others appl of defts from award of E Pollock, Esq, Official Referee, dated Feb 18, 1903 and cross-notice by plttf, dated March 10, 1903 (c a v May 26) (heard before the Master of the Rolls, Vaughan Williams, Romer, Stirling, Mathew, and Cozens-Hardy, LJJ)

Weingarten Bros v C Bayer & Co appl of defts from order of Mr Justice Joyce, dated Feb 11, 1903 (c a v May 20) (heard before Vaughan Williams, Romer, and Cozens-Hardy, LJJ)

In re Bolton's Estate Act Russell and others v Meyrick appl of deft from order of Mr Justice Joyce, dated Nov 22, 1902 (c a v May 21) (heard before Vaughan Williams, Romer, and Cozens-Hardy, LJJ)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1900.

In re The New Zealand Midland Railway Co ld Smith (on behalf, &c) v Lubbock appl of The Industrial and General Trust ld from order of Mr Justice Kekewich, dated April 6, 1900 (s o till after Long Vacation, 1903) May 24

1902.

Foy, Morgan & Co v Kempf appl of deft from order of Mr Justice Joyce, dated Feb 6, 1902 pt hd (s o for Master's certificate) April 23
In re Jenner's Settlement and Trusts Nepean v Jenner appl of deft from order of Mr Justice Byrne, dated Feb 24, 1902 pt hd (s o until further order) July 5

Boyce v The Mayor, Aldermen and Councillors of The Metropolitan Borough of Paddington appl of plttf from order of Mr Justice Buckley, dated Nov 8, 1902 pt hd (s o to be mentioned) Dec 29

1903.

In re Tompsett, dec Cripps v Tompsett and ors appl of plttf from order of Mr Justice Kekewich, dated Nov 20, 1902 (s o to July 13, P S) Jan 1

In re Michael Jackson, dec Jobson and anr v Storry and ors appl of defts The General Conference of the New Church from order of Mr Justice Kekewich, dated Nov 1, 1902 Feb 5

In re Barlow, dec Edsall v Kerley appl of deft from order of Mr Justice Kekewich, dated Dec 4, 1902 (May 15 s o to add trustees) Feb 12
G C La Motte, dec and Mrs C J Motte, dec La Motte v Phillips appl of plttf from order of Mr Justice Swinfen Eady, dated Dec 10, 1902 (s o not before June 16) Feb 18

In re Worthington, dec Bingham v Keele appl of deft from order of Mr Justice Swinfen Eady, dated Jan 21, 1903 Feb 19

Nicholson and ors v Daniels appl of plttfs from order of Mr Justice Byrne, dated Dec 20, 1902 (further evidence to be produced at hearing of appl, by order, May 28, 1903) March 14

In the Matter of the Lanston Monotype Corpn, ld and reduced and In re the Companies Acts, 1867 to 1877 appl of applts from order of Mr Justice Buckley, dated March 10, 1903 March 20

The Topical Tim-s, ld, and ors v The Mirror of Life Co, ld, and ors appl of plttfs from order of Mr Justice Swinfen Eady, dated March 20, 1903 March 21

Wain v Jarvis and anr appl of defts from order of Mr Commissioner Greene, K.C. (Stafford Assizes), dated March 11, 1903 March 24

In re Wilmer's Trusts Wilmer v Wingfield appl of plttf from order of Mr Justice Buckley, dated Feb 19, 1903 March 25

In the Matter of the Companies Acts, 1862 to 1900, and In the Matter of the Yeoman Railway Spike Syndicate, ld appl of John Richardson from order of Mr Justice Buckley, dated March 4, 1903 (produce order) March 17

Wilde v Thompson appl of plttf from order of Mr Justice Buckley, dated March 13, 1903 March 28

In re The Patent, Designs and Trade Marks Acts, 1883 to 1888, and In re The Registered Trade Mark, No 241,492 of The Neostyle Manufacturing Co ld appl of David Gestelner from order of Mr Justice Kekewich, dated March 10, 1903 March 30

Nettlefield v Clark appl of debt from order of Mr Justice Buckley, dated Dec 19, 1902 March 30
Radcliffe v Woods and anr appl of plttf from order of Mr Justice Kekewich, dated Dec 11, 1902 (security ordered) April 2
Newman's Exploration Co ld v Hassell appl of plttfs from order of Mr Justice Kekewich, dated March 17, 1903 April 6
Kendal v Mayor, &c, of Lewisham appl of plttf from order of Mr Justice Kekewich, dated April 1, 1903 April 6
Honywood v Honynwood and ors appl of debts from order of Mr Justice Byrne, dated April 2, 1903 April 7
Crosfield v Manchester Ship Canal Co appl of debts from order of Mr Justice Byrne, dated April 7, 1903 (produce order) April 8
In re M Rowland, dec Jones v Rowland and ors appl of debts from order of Mr Justice Farwell, dated Jan 13, 1903 April 9
Wilkinson v The Llandaff and Dinas Powis Rural District Council appl of debt from order of Mr Justice Phillimore, dated March 27, 1903 April 9
Boyton v Driscoll appl of debt from order of Mr Justice Byrne, dated March 3, 1903 April 9
Fels and anr v Christopher Thomas & Bros ld appl of plttfs from order of Mr Justice Kekewich, dated March 31, 1903 (produce order) April 16
In re Simpson, dec Simpson v Simpson and ors appl of defendant from order of Mr Justice Buckley, dated March 12, 1903 April 18
In re E W Rayner, dec Rayner and ors v Rayner and ors (Liverpool D R) appl of debts from order of Mr Justice Farwell, dated March 30, 1903, and cross notice by trustee, dated April 20, 1903 April 21
Chapman v Manton appl of debt from order of Mr Justice Kekewich, dated Feb 21, 1903 April 21
The Ely Brewery Co ld v The Pontypridd Urban District Council appl of plttfs from order of Mr Justice Bruce at Cardiff, dated March 28, 1903 (produce order) April 22
The London United Tramways (1900) ld v Ashby's Staines Brewery ld appl of debts from order of Mr Justice Byrne, dated March 24, 1903 April 23
In re Wharmcliffe's Trusts The Rt Hon F John Earl Wharmcliffe v The Right Hon C B Stuart Wortley, and ors appl of plttf from order of Mr Justice Buckley, dated March 31, 1903 April 23
Cornbrook Brewery Co ld v Law Debenture Corpn ld appl of plttfs from order of Mr Justice Byrne, dated April 8, 1903 (produce order) April 24
In re Osborne's Settlement Cox v Ventris appl of plttf from order of Mr Justice Joyce, dated April 21, 1903 April 29
In the Matter of Arthur Duncombe Shatto, dec Fawcett v Shatto appl of debt Charles D O Shatto from order of Mr Justice Buckley, dated March 12, 1903 April 29
In re the Companies Acts, 1862 to 1893 and In the Matter of Radford and Bright ld appl of resp G W Breffit from order of Mr Justice Buckley, dated April 1, 1903 (produce order) May 5
Tattershall v Cooper appl of plttfs from order of Mr Justice Byrne, dated April 6, 1903 May 5
In the Matter of the Companies Acts, 1862 to 1893 and in the Matter of The Naval, Military and Civil Service Co-operative Soc of South Africa ld appl of Services ld from order of Mr Justice Buckley, dated April 25, 1903 May 12
Prior v Osborne appl of debt from order of Mr Justice Buckley, dated May 1, 1903 May 13
Nicholas v Ridley appl of debt from order of Mr Justice Byrne, dated Feb 28, 1903 May 15
The Houlder Line ld v Langron Grange SS Co ld appl of debts from order of Mr Justice Kekewich, dated March 20, 1903 (produce order) May 16
The London County Council v The South Metropolitan Gas Co appl of debts from order of Mr Justice Joyce, dated May 4, 1903 May 16
Fels and another v Stephenson Bros ld appl of plttfs from order of Mr Justice Kekewich, dated March 31, 1903 (produce order) May 16
Podmore v Sawyer appl of debt from order of Mr Justice Buckley, dated May 5, 1903 May 18
In re Petrolite and Other Patent Fuel Co ld and Le Boulanger appl of F Boulanger and others from order of Mr Justice Kekewich, dated May 8, 1903 (produce order) May 21
Fels and another v Thomas Hedley & Co ld appl of plttfs from order of Mr Justice Byrne, dated March 20, 1903 May 22
In re The Companies Acts, 1862 to 1893 and Re London Riverside Cold Storage Co ld appl of A. W. Rodger from order of Mr Justice Byrne, dated May 21, 1903 (produce order) May 26
In re Fitz Gerald's Settlement Surman v Fitz Gerald appl of defendant and G T M S V Fitz Gerald from order of Mr Justice Joyce, dated March 24, 1903 (produce order) May 26 Same v Same appeal of defendant Sir W G S V Fitz Gerald from order of Mr Justice Joyce, dated March 24, 1903 (produce order) May 26
In re Johnson, dec Green and anr v Greenwood and anr appl of defendant A Robinson from order of Mr Justice Kekewich, dated May 20, 1903 (produce order) May 27
Keith v Gancia and ors appl of plaintiff from order of Mr Justice Joyce, dated April 1, 1903 May 28
Duff v Fleming and ors appl of J Duff, plaintiff, from order of Mr Justice Joyce, dated May 2, 1903 (produce order) May 29

FROM THE CHANCERY, PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1903.

In re Dunn Brinklow v Singleton appl of debt from order of Mr Justice Buckley, dated Feb 2, 1903 (produce order) Feb 4
Divorce Lowenfeld v Lowenfeld (Corbet intervening) appl of resp from order of The President, dated May 4, 1903 May 8

Lewin v Birch appl of debts from order of Mr Justice Joyce, dated April 3, 1903 (produce order—s o June 12) April 8
West v Sackville & ors appl of debts from order of Mr Justice Kekewich, dated May 7, 1903 May 21
In the Matter of A C Macintosh and E Thomas (carrying on business as Macintosh, Dixon & Co) appl of Treharris Brewery Co and the Liquidator from order of Mr Justice Byrne, dated May 27, 1903 (produce order) May 22

FROM THE PROBATE AND DIVORCE DIVISION.

(General List.)

1902.

Probate In re the Estate of William Green, dec Green and ors v Mitchell and ors appl of debts from order of The President, dated July 26, 1902 (s o after Long Vacation, 1903) Aug 21
Divorce Beauchamp v Beauchamp and Watt appl of resp from order of The President, dated Jan 19, 1903 April 21
Divorce Gordon v Gordon and Gordon appl of resp Margaret Gordon from judgt of The President, dated March 10, 1903 May 13

(New Trial Paper.)

Divorce Worsley v Worsley appln of Joseph Worsley for judgt or new trial, dated Nov 19, 1902, at trial before Mr Justice Barnes with a jury, Middlesex Nov 28

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1902.

The Urban District Council of Stretford v The Manchester South Junction and Altrincham Railway Co appl of debts from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Aug 1, 1902 Aug 12
In the Matter of the Companies Acts, 1862 to 1900 and In the Matter of Tawd Vale Colliery Co (in liquidation) appl of J C Morrell, petr, from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Dec 2, 1902 (restored) Dec 19

1903.

Formby v Barker appl of plttf from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Jan 27, 1903 Jan 29
The Lancashire Ultramarine Co v James Gibson appl of defendant from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Nov 14, 1902 April 28
Brigg v Grant appl of debts C J Grant & Son from order of the Vice-Chancellor of the County Palatine of Lancaster, dated May 18, 1903 May 29 Brigg v Thornton appl of debts R Thornton and G Thornton from order of the Vice-Chancellor of the County Palatine of Lancaster, dated May 18, 1903 May 29

FROM THE COUNTY PALATINE OF DURHAM.

(General List.)

1903.

Welch v Darlow appl of debts from order of The Chancellor of the County Palatine of Durham, dated Feb 23, 1903 (produce order) March 19

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

Application.

In re A Debtor (expte The Debtor), No. 1,191 of 1901

Appeals.

In re A Judgment Debtor (expte The Judgment Debtor), No 1,027 of 1903 from an order made by Mr Registrar Giffard, dated 4th May 1903, dismissing the Debtor's Application to set aside a Bankruptcy Notice
In re Filling, J R (expte The Bankrupt), No 1,143 of 1898 from two orders made by Mr Registrar Brougham, dated 6th May, 1903, respectively (a) dismissing the Debtor's Application for a new first meeting, (b) adjudging the Debtor Bankrupt

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1902.

McDowall v The Great Western Railway Co appl of debts from judgt of Mr Justice Kennedy, dated Feb 20, 1902, with a special jury, Haverford-west (fur con in London) March 4
The London and India Docks Co and the Mission House Railway and Canal Traffic v The Midland Railway Co and The Great Eastern Railway Co (Railway and Canal Commission) appl of The London and India Docks Co from order of Mr Justice Wright, Sir F Peel and Viscount Cobham, dated March 25, 1902 April 7
Faushaw and anr v Phillips and anr appl of debts from judgt of Mr Justice Phillimore, dated March 6, 1902, without a jury, Middlesex June 2
Giblan v National Amalgamated Labourers' Union of Great Britain and Ireland appl of plttf from judgt of Mr Justice Walton, dated April 18, 1902, with a jury, Cardiff July 9
Perry v Redman appl of debt from judgt of Mr Justice Ridley, dated May 1, 1902, without a jury, Middlesex July 9

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Justice Kekewich,

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(produce order)

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ors v Mitchell
July 26, 1902

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April 18,

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Brown and Goodman v Simpson appl of debt from judgt of Mr Justice Kennedy, dated July 10, 1902, with a special jury, Huntingdon (not before seven days after judgt given in House of Lords in Simpson v Attorney-Gen) July 17

Brown, Brothg & Co v National Bank of India ld appl of debts from judgt of Mr Justice Bigham, dated June 17, 1902, without a jury, Middlesex (s o until judgment given in House of Lords in Gordon v The London City and Midland Bank and ors, by order) July 18

Ward v Hill appl of debt from judgt of Mr Justice Lawrence, dated July 4, 1902, without a jury, Lincoln July 21

Sunderson v The Blyth Theatre Co ld and Hope appl of debts Blyth Theatre Co ld from judgt of Mr Justice Grantham, dated July 9, 1902, with a special jury, Newcastle-on-Tyne July 24

Islington Borough Council v The London School Board appl of pliffs from judgt of Mr Justice Wright, dated June 11, 1902 (special case) July 25

Roberts and anr v James and anr appl of debts from judgt of Mr Justice Walton, dated July 11, 1902, without a jury, Welshpool (judgment in London) Aug 1

Graves and Pollexfen v Lilley appl of debt from judgt of Mr Justice Lawrence, dated Aug 5, 1902 Aug 7

Hain & Sons v Gilliland & Sons appl of debts from judgt of Mr Justice Bigham, dated Aug 6, 1902, without a jury, Middlesex Aug 8

In the Matter of an Arbitration between the Manchester Carriage and Tramway Co and the Lord Mayor, &c of the City of Manchester and ors (Purchasing Authorities) appl of the Purchasing Authorities from judgt of Mr Justice Bigham (special case), dated July 28, 1902 pt hd (s o) Aug 8

Oliver v The Nautilus Steam Shipping Co ld appl of plfff from judgt of Mr Justice Jelf, dated July 31, 1902, without a jury, Cardiff Aug 12

Bathbone Bros & Co v David MacIver, Sons & Co ld appl of pliffs from judgt of Mr Justice Wills, dated July 30, 1902, without a jury, Liverpool Aug 13

De Bathe v Waring appl of plfff from judgt of Mr Justice Phillimore, dated Aug 7, 1902 Aug 14

Lewis, Robins & Co v Segar appl of debt from judgt of Mr Justice Kennedy, dated August 2, 1902, without a jury, Middlesex August 14

Glamorgan Coal Co ld and ors v The South Wales Miners' Federation and ors appl of pliffs from judgt of Mr Justice Bigham, dated August 7, 1902, and a special jury, Middlesex August 18

Iford Gas Co v Iford Urban District Council (John Jackson, 3rd party) appl of 3rd party from judgt of Mr Justice Lawrence, dated August 11, 1902, without a jury, Middlesex (No 1 New Trial Paper to follow this, by order) August 23

Colwyn Bay and Colwyn Urban District Council, Appls v Conway Rural District Council, Respts appl of appls from judgt of Mr Justice Bigham, dated August 4, 1902 August 23

Butler v Keay appl of debt from judgt of Mr Justice Bucknill, dated August 12, 1902 August 25

André v Blom (sued, &c) appl of debt from judgt of Mr Justice Phillimore, dated Aug 5, 1902, without a jury, Middlesex Aug 29

Krell v Henry appl of plfff from judgt of Mr Justice Darling, dated Aug 11, 1902, without a jury, Middlesex Sept 1

Duquesne and anr v Anglo-Oriental Carpet Manufacturing Co ld (Moser, 3rd party) appl of debts from judgt of Mr Justice Phillimore, dated Aug 5, 1902, without a jury, Middlesex Sept 3

W J Haycock & Sons ld v Nalder appl of debt from judgt of Mr Justice Darling, dated July 5, 1902, without a jury, Middlesex Sept 11

Forrest & Son ld v Sharrer's Zambesi Traffic Co ld appl of pliffs from judgt of Mr Justice Wills, dated July 9, 1902, without a jury, Middlesex Sept 18

Hayward and anr v Leonard Dalton appl of debt from judgt of Mr Justice Lawrence, dated Aug 12, 1902, without a jury, Middlesex Sept 19

The Legal Representatives of Hayward and anr v Helen Dalton appl of debt from judgt of Mr Justice Lawrence, dated Aug 12, 1902, without a jury, Middlesex Sept 19

Abraham Coal Co ld v The Great Central Railway Co (Railway and Canal Commission) appl of debts from judgt of Mr Justice Wright, Sir F Peel and Viscount Cobham, dated Aug 26, 1902 Sept 24

Ackers, Whitley & Co, ld v The Great Central Railway Co (Railway and Canal Commission) appl of debts from judgment of Mr Justice Wright, Sir F Peel and Viscount Cobham, dated Aug 26, 1902 Sept 24

Mayor, &c of Northampton v Ellen appl of pliffs from judgt of Mr Justice Bigham (special case), dated Aug 4, 1902 Oct 9

Haydon and anr v Cartwright & Sons appl of pliffs from judgt of Mr Justice Bucknill, dated July 25, 1902 Oct 9

Birkbeck v The Sheffield Union Banking Co ld appl of plfff from judgt of Mr Justice Channell, dated Aug 4, 1902, without a jury, Birmingham Oct 21

Gordon v Trubshawe appl of plfff from judgt of Mr Justice Phillimore, dated Aug 4, 1902, without a jury, Middlesex Oct 31

Cunard Steamship Co ld v Marten appl of pliffs from judgt of Mr Justice Walton, dated Aug 11, 1902, without a jury, Middlesex Oct 31

de Hart (trading, &c) v The Compania Anonima, &c appl of debts from judgt of Mr Justice Kennedy, dated Oct 31, 1902, without a jury, Middlesex Nov 6

In re Harold Coxon, a Pauper Guardians of the Poor of the Ormskirk Union (Appls) v Guardians of the Poor of the Chorlton Union (Respts) (Crown Side) appl of respts from judgt of the Lord Chief Justice and Wills and Channell, JJ, dated Oct 27, 1902 Nov 10

Jackson v Mumford appl of debt from judgt of Mr Justice Kennedy, dated Nov 3, 1902, without a jury, Middlesex, and cross-notice of appl by plfff, dated Nov 20, 1902 Nov 15

Westminster Fire Office v Reliance Marine Insee Co ld appl of debts from judgt of Mr Justice Kennedy, dated Nov 3, 1902, without a jury, Middlesex Nov 15

Davies v Curtis & Harvey ld appl of pliffs from judgt of Mr Justice Walton, dated Oct 30, 1902, without a jury, Middlesex Nov 20

McAnnally and Inglis v W H Weil & Co appl of debt from judgt of Mr Justice Darling, dated Nov 5, 1902, without a jury, Middlesex Nov 20

Ruscoe v Grounsell appl of plfff from judgt of Mr Justice Lawrence, dated Aug 11, 1902, without a jury, Lincoln Nov 21

Moore v Todd appl of debt from judgt of Mr Justice Bigham, dated Nov 13, 1902, without a jury, Middlesex Nov 25

In re the Taxation of Costs and In re J W Browne, a Solicitor, &c appl of J W Browne from judgt of Mr Justice Darling, dated Nov 14, 1902 Nov 26

Rowson v The Atlantic Transport Co, ld appl of plfff from judgt of Mr Justice Kennedy, dated Nov 19, 1902, without a jury, Middlesex Dec 1

Yeatman v Mitchell and Hughes appl of plfff in person from judgt of Mr Justice Ridley, dated Nov 18, 1902, without a jury, Middlesex Dec 3

R Williamson & Son v W Lee Pilkington appl of pliffs from judgt of Mr Justice Kennedy, dated Dec 1, 1902, and cross-notice of appl by debt, dated Feb 27, 1903, without a jury, Middlesex Dec 15

Nadel v Martin and ors appl of debts from judgt of Mr Justice Bigham dated Nov 17, 1902, without a jury, Middlesex Dec 16

The Barque Quilpue ld v J. & A. Brown appl of pliffs from judgt of Mr Justice Kennedy, dated Dec 2, 1902, without a jury, Middlesex Dec 16

R W Leyland & Co v Antony Gibbs, Sons & Co appl of pliffs from judgt of Mr Justice Kennedy, dated Dec 2, 1902, without a jury, Middlesex Dec 16

R. & D. Jones ld v E. Green & Co appl of pliffs from judgt of Mr Justice Kennedy, dated Dec 2, 1902, without a jury, Middlesex Dec 16

The Lord Mayor, Alderman and Citizens of the City of Sheffield v Barclay and anr appl of debts from judgt of the Lord Chief Justice, dated Oct 27, 1902, without a jury, Middlesex Dec 19

Azienda Assicuratrice v Delcomyn appl of debts from judgt of Mr Justice Bruce, dated Dec 9, 1902, without a jury, London Dec 19

The Greenock Steamship Co ld v The Maritime Insee Co ld appl of pliffs from judgt of Mr Justice Bigham, dated Dec 10, 1902 (Commercial List), London Dec 23

Mackill v Marten appl of plfff from judgt of Mr Justice Bigham, dated Dec 5, 1902, without a jury, Middlesex Dec 24

1903.

Buitenlandshe Bankvereeniging (London Agency) v Walter Hildesheim appl of pliffs from judgt of Mr Justice Darling, dated Dec 13, 1902, without a jury, Middlesex Jan 5

Shephard v Barber and ors appl of debts Barber and Lloyd from judgt of Mr Justice Lawrence, dated Dec 20, 1902, without a jury, Middlesex Jan 6

Union Corporation ld v Charrington & Brodrick appl of pliffs from judgt of Mr Justice Bigham, dated Dec 17, 1902, without a jury, Middlesex Jan 9

Henry Sewell v The Harrow and Uxbridge Ry Co appl of debts from judgt of Mr Justice Ridley, dated Dec 17, 1902, without a jury Jan 10

Hodges v. The London and South Counties Press ld appl of debts from judgt of Mr Justice Darling, dated Nov 11, 1902, without a jury (security ordered, Feb 9, 1903) Jan 10

Easton v Lady Ashmead Bartlett appl of debt from judgt of Mr Justice Ridley, dated Dec 19, 1902, without a jury Jan 10

Upperton and Wife v The Union Castle Mail Steamship Co ld appl of debts from judgt of Mr Justice Bigham, dated Dec 16, 1902, without a jury, Middlesex Jan 13

Molyneux v Hawtrey appl of plfff from judgt of Mr Justice Wright, dated Dec 18, 1902, without a jury, Middlesex Jan 13

Lewis v Alexander and ors appl of plfff from judgt of Mr Justice Wright, dated Dec 19, 1902, without a jury, Middlesex Jan 20

Amur Syndicate ld v Medhurst appl of debt from judgt of Mr Justice Wright, dated Dec 16, 1902, without a jury, Middlesex Jan 21

Rowell v Rowell appl of plfff from judgt of Mr Justice Wright, dated Jan 16, 1903, without a jury, Middlesex Jan 24

Stephenson v London Joint Stock Bank appl of plfff from judgt of Mr Justice Wright, dated Dec 18, 1902, without a jury, Middlesex Jan 27

The Finance Mines Industries Assoc ld v A G Spalding & Bros appl of pliffs from judgt of Mr Justice Darling, dated Nov 25, 1902, with a common jury, Middlesex Jan 29

Maloney v Stonnell appl of plfff from judgt of Mr Justice Darling, dated Jan 24, 1903, without a jury, Middlesex Jan 30

Jeffreys (Trustee, &c) v Waller appl of plfff from judgt of Mr Justice Wright, dated Jan 21, 1903, without a jury, Middlesex Feb 5

Levy v Barnett appl of debt from judgt of Mr Justice Grantham, dated Jan 17, 1903, without a jury, Middlesex Feb 5

English v Mayor, Aldermen, and Burgesses of the Borough of Tynemouth appl of debts from judgt of The Lord Chief Justice and Justices Wills and Channell, dated Jan 15, 1903 Feb 6

Hall v Hoyer appl of plfff from judgt of Mr Justice Wright, dated Feb 3, 1903, without a jury, Middlesex Feb 7

In the Matter of an Arbitration Hockley and ors v Metcalf & Greig appl of Hockley and ors from judgt of Mr Justice Bigham, dated Nov 28, 1902 (special case) Feb 9

Herne Bay Steamboat Co v Hutton appl of pliffs from judgt of Mr Justice Grantham, dated Feb 10, 1902, without a jury, Middlesex Feb 16

The Civil Service Co-operative Soc ld v The General Steam Navigation Co ld appl of pliffs from judgt of Mr Justice Bigham, dated Jan 19, 1902, without a jury, Middlesex Feb 28

Green v Barnes appl of plttf from judgt of Mr Justice Phillimore, dated Aug 6, 1902, without a jury, Middlesex Feb 18

Aktieselskabet Argentina v Von Laer appl of plttf from judgt of Mr Justice Kennedy, dated Jan 14, 1903, without a jury, Middlesex Feb 19

Angier v The Jungle Syndicate ld appl of defts from judgt of Mr Justice Ridley, dated Feb 12, 1903, without a jury, Middlesex Feb 19

Organ v Raite & Holt appl of plttfs from judgt of Mr Justice Grantham, dated Feb 11, 1903, and cross-notice by deft, dated April 2, 1903, without a jury, Middlesex Feb 19

McMaster and ors v Benson appl of deft from judgt of the Lord Chief Justice and Justices Wills and Channell, dated Jan 30, 1903 Feb 19

Millam and Askam Hematite Iron Co ld v The Furness Ry Co and ors (Railway and Canal Commission) appl of applicants from judgt of Mr Justice Wright, Sir F. Peel, and Viscount Cobham, dated Jan 27, 1903 Feb 23

Lumsden v Barton appl of plttf from judgt of Mr Justice Darling, dated Nov 12, 1902, without a jury, Middlesex Feb 23

Young v Kemble appl of plttf from judgt of Mr Justice Ridley, dated Feb 9, 1903, without a jury, Middlesex Feb 25

Wimbledon Park Golf Club ld v Imperial Insurance Co ld appl of plttfs from judgt of Mr Justice Wright, dated Feb 3, 1903, without a jury, Middlesex March 3

Stuart and ors v Joy and anr appl of defts from judgt of Mr Justice Wright, dated Feb 20, 1903 March 5

Gough v Aspatia Water Board appl of J M A Gough from judgt of Mr Justice Wright, dated Feb 20, 1903, special case March 8

In the Matter of an Arbitration Gough v Aspatia, Silloth and District Joint Water Board appl of Aspatia, &c, Water Board from judgt of Mr Justice Wright, dated Feb 20, 1903, special case March 5

The Fibranks Co v Dyson appl of deft from judgt of Mr Justice Wright, dated Jan 17, 1903, without a jury, Middlesex March 5

Hart v de la Courneuve appl of deft from judgt of Mr Justice Kekewich, dated Feb 24, 1903, without a jury, Middlesex March 9

Higson and anr v Heath & Sons appl of plttfs from order of Mr Justice Walton, dated Feb 23, 1903, without a jury, Manchester March 10

Walker v Suart appl of deft from judgt of Mr Justice Farwell, dated March 5, 1903, without a jury, Middlesex March 10

Richardson v Preferred Accident Insee Co of New York appl of plttf from judgt of Mr Justice Wright, dated March 5, 1903, without a jury, Middlesex March 10

The City Arcades, Birmingham, ld v Marsh appl of plttfs from judgt of the Lord Chief Justice, dated Feb 9, 1903 (jury discharged), Birmingham March 13

Whadcoat v North appl of deft from judgt of Mr Justice Bucknill, dated Jan 21, 1903, without a jury, Middlesex March 14

C Price & Co v Union Lighterage Co, ld appl of defts from judgt of Mr Justice Walton, dated March 11, 1903, without a jury, Middlesex March 16

Mayor, &c of Harrogate v Dickinson appl of deft from judgt of Mr Justice Wright, dated Feb 21, 1903 (special case) March 17

Rickards v Rickards appl of deft from judgt of Mr Justice Grantham, dated March 14, 1903, without a jury, Middlesex March 18

Gilson v Hall appl of deft from judgt of The Lord Chief Justice and Justices Wills and Channell, dated Jan 29, 1903 March 20

South African Investment and Trust Co ld v Brodrick appl of deft from judgt of Mr Justice Channell, dated March 7, 1903, without a jury, Middlesex March 20

Fenwick v Brown appl of deft from judgment of Mr Justice Lawrance, dated Jan 30, 1903, without a jury, Norwich March 21

Borthwick v The Elderslie Steamship Co appl of plttf from judgt of Mr Justice Walton, dated March 9, 1903, without a jury, Middlesex March 25

Sedgefield Rural District Council v Forester's Bishop Middleham Brewery Co ld appl of defts from judgt of Mr Justice Ridley, dated March 7, 1903, without a jury, Durham March 27

Loates v Maple appl of deft from judgt of Mr Justice Wright, dated March 5, 1903, and cross-notice by deft, dated April 6, 1903, without a jury, Middlesex March 27

Newgass v Bottomley appl of deft from judgt of Mr Justice Lawrance, dated March 6, 1903, without a jury, Middlesex March 27

The New Balla Balla Copper Mines ld v Jackson appl of deft from judgt of Mr Justice Wright, dated March 20, 1903, without a jury, Middlesex March 30

Thirwall and ors v Hay and anr appl of deft Hay from judgt of Mr Justice Wright, dated Jan 15, 1903, without a jury, London March 31

Vidal v Muller appl of plttf from judgt of Mr Justice Wright, dated March 19, 1903, without a jury, Middlesex April 2

Ripper v Webster appl of deft from order of Mr Justice Lawrance, dated April 6, 1903, without a jury, Middlesex April 6

Carlisle and Cumberland Banking Co ld v Little and ors appl of defts other than W Little from judgt of Mr Justice Walton, dated March 13, 1903, without a jury, Middlesex April 7

The Attorney-Gen v Alexander Henry Hallam Murray and the Right Hon William St John Freemantle Brodrick (Revenue Side) appl of defts from judgt of Mr Justice Ridley, dated March 31, 1903 April 8

Webster & Waddington v Darrell appl of plttfs from judgt of Mr Justice Wright, dated April 1, 1903, without a jury, Middlesex April 8

London Transport Co ld v Trechmann Bros appl of defts from judgt of Mr Justice Walton, dated March 30, 1903, without a jury, Middlesex April 9

In the Matter of an Arbitration The Salt Union ld v The Manchester Ship Canal Co appl of defts from judgt of Mr Justice Wright, dated April 4, 1903 April 9

Vyner v The North Eastern Ry Co appl of plttf from judgt of Mr Justice Kekewich, dated Feb 19, 1903, without a jury, Middlesex April 9

North v Wykes appl of deft from judgt of Mr Justice Grantham, dated April 8, 1903, without a jury, Middlesex April 9

Pritchett v Gregory appl of deft from judgt of Mr Justice Joyce, dated March 28, 1903, without a jury, Middlesex April 15

Brandts, Son & Co v The Dunlop Rubber Co ld appl of deft from judgt of Mr Justice Walton, dated April 2, 1902, without a jury, Middlesex April 15

The Banco Italiano Del Uruguay v W Brandt, Son, & Co and W Paatz, Roche, & Cia appl of plttfs from judgt of Mr Justice Bigham, without a jury, Middlesex April 16

Lambert Bros v George W Tyser appl of deft from judgt of Mr Justice Phillimore, dated Feb 4, 1903, without a jury, Middlesex April 21

Chandler v Webster & Girling appeal of defts from judgt of Mr Justice Wright, dated March 27, 1903, and cross-notice by plttf, dated April 6, 1903, without a jury, London April 21

Bettinson v Macevoy, and by counter-claim Macevoy v Bettinson and Cam appl of A F Bettinson (a deft by counter-claim) from judgt of Mr Justice Wills, dated April 27, 1903, without a jury, Middlesex April 22

Stone v Midland Ry Co appl of plttf from judgt of The Lord Chief Justice and Justice Wills and Channell, dated Jan 26, 1903 April 25

The London and Birmingham Trust Co v Anglo-Russian Contract Co ld and Landau appl of plttfs from judgt of Mr Justice Wright, dated March 23, 1903, without a jury, Middlesex April 27

Weeks v Greene appl of plttf from judgment of Mr Justice Wright, dated April 6, 1903, without a jury, Middlesex April 28

Smith v Betty appl of plaintiff from judgt of Mr Justice Wright, dated Dec 19, 1902, without a jury, Middlesex April 28

Dallow v Davis and ors appl of defts other than Ed Davis from judgt of Mr Justice Bigham, dated April 27, 1903, without a jury, Middlesex April 30

Continental Caoutchouc and Gutta Percha Co v Kleinworth, Sons, & Co appl of defts from judgt of Mr Justice Bigham, dated April 27, 1903, without a jury, Middlesex May 5

Van Laun & Co v The Thames and Mersey Marine Insee Co appl of defts from judgt of Mr Justice Kennedy, dated April 8, 1903, without a jury, Middlesex May 6

Hart v The London and South Counties Press ld appl of defts from judgt of Mr Justice Walton, dated Feb 10, 1903, without a jury, Middlesex May 11

Whiteside v Cohen appl of plttf from judgt of Mr Justice Wright, dated March 19, 1903, without a jury, Middlesex May 12

Stockdale v Ascherberg appl of deft from judgt of Mr Justice Wright, dated April 23, 1903, without a jury, Middlesex May 12

The Attorney-General v The Duke of Northumberland, C F Murray (spinster) and C W Bell (Revenue Side) appl of defts from judgt of Mr Justice Ridley, dated April 21, 1903 May 18

Warr & Co ld v The London County Council appl of plttfs from judgt of Mr Justice Wright, dated May 1, 1903, without a jury, Middlesex May 18

Llandrindod Wells Water Co v Hawksley and ors appl of defts from judgt of Mr Justice Ridley, dated April 7, 1903, without a jury, Middlesex May 19

Holman & Son v W A Angove & Co appl of defts from judgt of Mr Justice Bruce, dated Feb 13, 1903, without a jury, Middlesex May 20

Harse v The Pearl Life Assurance Co ld appl of defts from judgt of the Lord Chief Justice and Justices Wills and Channell, dated May 11, 1903 May 20

Lumley v Faupel appl of plttf from judgt of The Lord Chief Justice and Justice Wills and Channell, dated April 24, 1903 May 20

Brassey and ors v Beck appl of deft from judgt of Mr Justice Phillimore, dated March 13, 1903, without a jury, Chester, and cross-notice by plttfs, dated May 25, 1903 May 21

Saunderson v Collins appl of deft from judgt of The Lord Chief Justice and Justices Wills and Channell, dated April 29, 1903 May 21

The London and India Dock Co v The Great Eastern Railway Co and the Midland Railway Co (Railway and Canal Commission) appl of London and India Dock Co from judgt of Mr Justice Wright, The Hon Sir F Peel and Viscount Cobham, dated May 14, 1903 May 21

Moore, Nettlefold and Co v The Singer Manufacturing Co appl of plttfs from judgt of the Lord Chief Justice and Justices Wills and Channell, dated May 12, 1903 May 25

Kaufmann v Gerson and anr appl of deft M A Gerson from judgt of Mr Justice Wright, dated May 9, 1903, without a jury, Middlesex May 27

Harman v Analie appl of plttf from judgt of Mr Justice Wright, dated May 13, 1903, without a jury, Middlesex May 30

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

FOR HEARING.

(Final List.)

With Nautical Assessors.

1902.

Grand Duchess Olga 1902 Folio 226 1901 C 1,206 (Liverpool) Richard Cornelius & Co v Owners of French Ship or Vessel Grand Duchess Olga (damage to cargo) appl of defts from judgt of The President, dated April 30, 1902 May 29

Cambridge 1902 Folio 156 The Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland v The Great Eastern Railway Co (damage) appl of the plttfs

from judgment of The President, dated June 17, 1902 June 25 Cambridge
1902 Folio 156 Same v Same (damage) appl of debts from judgment of
The President, dated June 17, 1902 July 21
Cordilleras 1902 Folios 70 and 81 (consolidated) William France
Fenwick & Co ld, Owners of Steamship Poplar v Owners of Steamship
Cordilleras (damage) appl of debts from judgment of Mr Justice Barnes,
dated June 5, 1902 June 25
Dalegarth 1902 Folios 263 and 283 (consolidated) The Chesapeake and
Ohio Steamship Co ld v The Owners of Steamship Dalegarth (damage)
appl of debts from judgment of The President, dated Aug 7, 1902
Oct 18
Kronprinz Wilhelm 1902 Folio 377 The Owners of Steamship Robert
Ingram and ors v The Owners of Steamship Kronprinz Wilhelm
(damage) appl of debts from judgment of Mr Justice Phillimore, dated
Nov 29, 1902 Dec 19

1903.

Barry 1902 Folios 357 and 365 The Owners of Steamship Norma and
ors v The Owners of Steamship Barry (damage) appl of debts from
judgment of Mr Justice Phillimore, dated Dec 16, 1902 Jan 16 Barry
1902 Folios 357 and 365 The Owners of Steamship Norma v The
Owners of Steamship Barry (damage) appl of debts from judgment of Mr
Justice Phillimore, dated Dec 16, 1902 (cross-appeal) Feb 11
Tartary 1902 Folios I 2,693, I 2,694 (consolidated) Liverpool 1903
Folio 78 The Owners of Steamship Irishman v Owners Steamship
Tartary (damage) appl of debts from judgment of Mr Justice Bucknill,
dated Jan 19, 1903 Feb 10
Ville de St Nazaire 1902 Folio 158 The Owners of French Steamship
Ville de St Nazaire v The Briton Ferry Works ld (damage at wharf)
appl of debts from judgment of Mr Justice Bucknill, dated Feb 9, 1903
Feb 16
Cluden 1902 Folio 332 The Owners of Steamship Mercator v The
Owners of Steamship Cluden (damage) appl of debts from judgment of Mr
Justice Bucknill, dated Jan 22, 1903 Feb 24
Ajax 1902 Folio 427 Berningoch Dykeriakieb Neptun v The Owners
of the Steamship or Vessel Ajax, her cargo and freight (salvage) Appeal
of plaintiffs from judgment of Mr Justice Bucknill, dated Feb 25, 1903
May 7
The Port Caledonia and Anna 1903 Folio 172 The Owners, Master,
and Crew of the Steam Tug Sarah Jolliffe v The Owners of the Ships
Port Caledonia and Anna, cargoes and freight (salvage) Appeal of
plaintiffs from judgment of Mr Justice Bucknill, dated April 6, 1903
May 29

Without Nautical Assessors.

(Final List.)

1902.

Cayo Bonito 1902 Folios 94 and 78 (consolidated) Owners of Steam-
ship British Prince v Owners of Steamship Cayo Bonito appl of debts
from judgment of Mr Justice Barnes, dated June 19, 1902 July 10
Torbryan 1902 Folio 232 Pietre and ors v Owners of the Steamship
Torbryan (breach of contract) appl of debts from order of Mr Justice
Phillimore, dated Dec 8, 1902 Dec 18

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1902.

Iford Gas Co v The Iford Urban District Council (J Jackson, 3rd party)
appl of debts as against 3rd party for judgment or new trial on appl from
verdict and judgment, dated June 5, 1902, at trial before Mr Justice
Lawrance and special jury, Middlesex (to follow No. 20, K B Final
List) June 12

Watt v Beauchamp appl of debt for judgment or new trial on appl from
verdict and judgment, dated October 30, 1902, at trial before Mr Justice
Bruce and a special jury, Middlesex (s o June 11) Nov 20

1903.

Pressland v de Meray appl of debt for judgment or new trial on appl from
verdict and judgment, dated Jan 27, 1903, at trial before Mr Justice Ridley
and a special jury, Middlesex Jan 31

Gerson v Simpson (Oppenheim and others, 3rd parties) appl of debt for
judgment or new trial on appl from verdict and judgment, dated Feb 24, 1903,
at trial before Mr Justice Wills and a special jury, Middlesex Feb 27
Gerson v Simpson appl of Reittlinger, 3rd party, for judgment or new trial
on appl from verdict and judgment, dated Feb 25 and March 27, 1903, at trial
before Mr Justice Wills and a special jury, Middlesex March 28

Yeastman v London Liverpool Ashanti ld appl of debt in person for
judgment or new trial on appeal from verdict and judgment, dated Feb 27,
1903, at trial before Mr Justice Wills and a special jury, Middlesex
(security ordered) March 6

Gee and ors v London General Omnibus Co appl of debts for judgment or
new trial on appl from verdict and judgment, dated March 3, 1903, at trial
before Mr Justice Darling and a common jury, Middlesex March 10

Harcourt v Macnaughten appl of debt for judgment or new trial on appl from
verdict and judgment, dated March 4, 1903, at trial before Mr Justice
Grantham and a special jury, Middlesex March 16

Wallace v Cook appl of debt for judgment or new trial on appl from verdict
and judgment, dated March 3, 1903, at trial before the Lord Chief Justice
and a special jury, Middlesex March 10

Youde v Manchester and District Bill Posting Co ld and ors appl of
debts for judgment or new trial on appl from verdict and judgment, dated
March 21, 1903, at trial before Mr Justice Grantham and a special jury,
Liverpool March 11

Jones v The London General Omnibus Co appl of debt for judgment or new
trial on appl from verdict and judgment, dated March 6, 1903, at trial before
Mr Justice Grantham and a special jury, Middlesex March 14

Stevens v Slater appl of debt for judgment or new trial on appl from
verdict and judgment, dated March 5, 1903, at trial before the Lord Chief
Justice and a special jury, Middlesex March 14

Zamory v Telford appl of debt for judgment or new trial on appl from
verdict and judgment, dated Feb 6, 1903, at trial before Mr Justice Grantham
with a common jury, Manchester March 16

Baker v Crookes appl of debt for judgment or new trial on appl from verdict
and judgment, dated Jan 16, 1903, at trial before Mr Justice Phillimore and
a special jury, Haverfordwest March 19

Same v Same appl of debt for judgment or new trial on appl from verdict
and judgment, dated Jan 16, 1903, at trial before Mr Justice Phillimore and
a special jury, Haverfordwest March 19

The Wild Rose Steamship Co v Juke and ors appl of debt for judgment or
new trial on appl from verdict and judgment, dated Feb 26, 1903, at trial
before Mr Justice Walton and a special jury, Liverpool March 19

Hobbs v Wilson appl of debt for judgment or new trial on appl from verdict
and judgment, dated Feb 6, 1903, at trial before Mr Justice Jelf and a
special jury, Reading March 19

Barrett v Lovell appl of debt for judgment or new trial on appl from verdict
and judgment, dated Feb 20, 1903, at trial before Mr Justice Bigham and a
special jury, Dorchester March 20

Dey and ors v Jeffes appl of debts for judgment or new trial on appl from
verdict and judgment, dated Jan 22, 1903, at trial before Mr Justice Darling
and a special jury, Middlesex March 20

Miller & Son & Co v Radford appl of debts for judgment or new trial on appl
from verdict and judgment, dated March 6, 1903, at trial before Mr Justice
Lawrance and a common jury, Middlesex March 24

Worthington & Co ld v Pakeman appl of debt for judgment or new trial on
appl from verdict and judgment, dated March 20, 1903, at trial before The
Lord Chief Justice and a special jury, Middlesex March 28

Jones & Willis v Perry Bros appl of debts for judgment or new trial on appl
from verdict and judgment, dated March 18, 1903, at trial before Mr Justice
Channell and a common jury, Middlesex April 1

Attorney-General, at the relation, &c v Lord Delamere appl of debts for
judgment or new trial on appeal from verdict and judgment, dated March 13,
1903, at trial before Mr Justice Phillimore and a special jury, Chester
April 1

Adams v Kynoch appl of debt for judgment or new trial on appl from
verdict and judgment, dated March 25, 1903, at trial before Mr Justice
Wright (jury discharged), Middlesex April 1

Carey v The Metropolitan Borough of Bermondsey appl of debt for
judgment or new trial on appl from verdict and judgment, dated March 13, 1903,
at trial before Mr Justice Channell and a common jury, Middlesex April 7

Gale v Rymney and Aber Valleys Gas and Water Co appl of debts for
judgment or new trial on appl from verdict and judgment, dated March 25,
1903, at trial before Mr Justice Phillimore and a common jury,
Glamorgan April 8

British Mannesmann Tube Co ld v Tunks ld appl of debts for judgment or
new trial on appl from verdict and judgment, dated March 25, 1903, at trial
before Mr Justice Bruce April 9

Barnett v Harp appl of debt for judgment or new trial on appl from verdict
and judgment, dated April 6, 1903, at trial before Mr Justice Darling and
common jury, Middlesex April 9

Moore v Child & Co appl of debt for judgment or new trial on appl from
verdict and judgment, dated April 2, 1903, at trial before Mr Justice Law-
rance and a special jury, Middlesex April 15

Bannell v Hilles appl of debt for judgment or new trial on appl from
verdict and judgment, dated March 30, 1903, at trial before Mr Justice
Grantham and a common jury, Middlesex April 17

Pullan and anr v Rogers and anr appl of debt for judgment or new trial on
appl from verdict and judgment, dated April 6, 1903, at trial before Mr
Justice Ridley and a special jury, Leeds April 17

Parr v Spencer and ors appl of debts for judgment or new trial on appeal
from verdict and judgment, dated March 21, 1903, at trial before Mr
Justice Darling and a special jury, Birmingham April 17

Bryant v Hart appl of debt for judgment or new trial on appl from
verdict and judgment, dated April 2, 1903, at trial before Mr Justice
Grantham and a common jury, Middlesex April 20

Wallace v Brandon, &c. Urban District Council appl of debts for judgment
or new trial on appl from verdict and judgment, dated April 6, 1903, at trial
before Mr Justice Ridley and a common jury, Durham April 20

Boston (married woman) v Boston appl of debt for judgment or new trial on
appl from verdict and judgment, dated March 31, 1903, at trial before Mr
Justice Wills and a special jury, Middlesex April 22

Smith v Shaw appl of debt for judgment or new trial on appl from verdict
and judgment, dated Feb 20, 1903, at trial before Mr Justice Ridley and a
common jury, Middlesex April 22

Companhia Co-operativa Do Para v London and River Plate Bank appl
of debts for judgment or new trial on appl from verdict and judgment, dated
April 22, 1903, at trial before Mr Justice Kennedy and a special jury,
Middlesex, and cross notice by debt, dated May 13, 1903 April 29

Baxter v Barker and ors appl of debt L C Brooke for judgment or new
trial on appl from verdict and judgment, dated April 23, 1903, at trial before
Mr Justice Kennedy and special jury, Middlesex May 5

Cornfoot v The Royal Exchange appl of debt for judgment or new trial on
appl from verdict and judgment, dated April 22, 1903, at trial before Mr
Justice Bigham and a special jury, Middlesex May 8

Meek, Borton & Co v Betts & Co ld appl of debts for judgment or new trial
on appl from verdict and judgment, dated May 1, 1903, at trial before Mr
Justice Ridley and a common jury, Middlesex May 9

Dowden and ors v Pook appln of deft for judgt or new trial an appl from verdict and judgt, dated April 4, 1903, at trial before Mr Justice Grantham and a common jury, Middlesex (security ordered) May 14

Ruffa v Minter appln of plttf for judgt or new trial on appl from verdict and judgt, dated May 5, 1903, at trial before Mr Justice Darling and a common jury, Middlesex May 19

Fisher and anr v Cook and ors appln of deft H T Cook for judgt or new trial on appl from verdict and judgt, dated May 13, 1903, at trial before Mr Justice Bruce and a special jury, Middlesex May 20

J Seddon (Widow) v Lancashire and Yorkshire Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated May 2, 1903, at trial before Mr Justice Walton and a common jury, Middlesex May 20

Bishop v Henson appln of plttf for judgt or new trial on appl from verdict and judgt, dated May 1, 1903, at trial before Mr Justice Ridley and a common jury, Middlesex May 21

Moon v The Mayor, &c, of Camberwell appln of plttf for judgt or new trial on appl from verdict and judgt, dated May 18, 1903, at trial before Mr Justice Ridley and a common jury, Middlesex May 25

Payne v Zeffert appln of deft for judgt or new trial on appl from verdict and judgt, dated May 20, 1903, at trial before Mr Justice Darling and a common jury, Middlesex May 27

Storey v Hoovey and anr appln of deft C H Hoovey for judgt or new trial on appl from verdict and judgt, dated May 18, 1903, at trial before Mr Justice Ridley and a special jury, Middlesex May 27

Bank v Bahr, Behrend & Co appln of plttf for judgt or new trial on appl from verdict and judgt, dated May 11, 1903, at trial before Mr Justice Bigham and a special jury, Middlesex May 29

Tomlinson v The Sussex Brick Co appln of defts for judgt or new trial on appl from verdict and judgt, dated May 26, 1903, at trial before Mr Justice Ridley and a common jury, Middlesex May 30

Kate Reilly ld v Rowe appln of deft for judgt or new trial on appl from verdict and judgt, dated May 11, 1903, at trial before Mr Justice Ridley and a common jury, Middlesex May 30

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)
Judgment Reserved.

Smith v Betty Appeal of defendant from order of Mr Justice Wright, dated May 5, 1903, and cross-notice by plaintiff (c a v May 28) (heard before the Master of the Rolls and Stirling and Mathew, L.JJ.)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Owles v Foster and Taylor (Assignee) appl of deft from order of Mr Justice Bucknill, dated May 1, 1902 part heard s o (pending trial of issues) May 8

1903.

De Keyser v Burrows and anr appl of defts from order of Mr Justice Bigham, dated March 13, 1903 (s o on terms by order) March 28

Williamson v Gilchrist and the North British Electrical Co, ld v Williamson appl of defendant Williamson from order of Mr Justice Grantham, dated Feb 6, 1903 May 8

Kensington Palace Mansions, ld v W E Burmester appl of defendant from order of Mr Justice Phillimore, dated May 18, 1903 May 20

In the Matter of a Solicitor appl from order of the Lord Chief Justice and Justices Wills and Channell, dated March 31, 1903 May 18

Tipping v Underwood appl of defendant from order of Mr Justice Phillimore, dated May 16, 1903 May 23

Linley v Houlden appl of defendant from order of Mr Justice Phillimore, dated May 20, 1903 May 27

Perrott v Stanbridge appl of defendant from order of Mr Justice Phillimore, dated May 22, 1903 May 28

In re The Workmen's Compensation Act, 1897.

FROM COUNTY COURTS.

1902.

Alexander Lee Isaacson and Annie Levy Isaacson, his wife, Applicants v The New Grand, Clapham Junction, Respts appl of applicants from award of deputy of County Court (Middlesex, Westminster), dated Dec 16, 1901 (s o until after trial in Westminster County Court) Jan 1

1903.

Sharp, Applicant v Midland Ry Co, Respts appl of respts from award of County Court (Derbyshire, Derby), dated Jan 21, 1903 Feb 11

Shea v Droleuvaux and anr appl of Applicants from award of County Court (Surrey, Southwark), dated April 23, 1903 May 1

Blouet v Sawyer appl of Applicant from award of County Court (Northumberland, North Shields), dated April 16, 1903 May 4

Annie Elizabeth Schofield v T K Diggle & Co ld appl of respt from award of County Court (Yorkshire, Leeds), dated April 24, 1903 May 15

Benson v Lancashire and Yorkshire Ry Co appl of respt from award of County Court (Lancashire, Blackpool), dated May 13, 1903 May 22

Palmer's Travelling Cradle ld, Undertakers McCabe and ors v T W Jopling appl of Undertakers, Palmer's Travelling Co ld, from award of County Court (City of London, Middlesex), dated May 4, 1903 May 23

Quinn v The Workington Iron Co ld appl of respts from award of County Court (Cumberland, Cockermouth and Workington), dated May 5, 1903 May 26

Catterall v Cross, Fetley & Co ld appl of respts from award of County Court (Lancashire, Wigan), dated May 12, 1903 May 29

Bracken v Strakers and Love appl of respts from award of County Court (Durham, Bishop Auckland), dated May 12, 1903 May 29

N.B.—The above List contains Chancery, Palatine, and King's Bench

Interlocutory List as down to May 31 03

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

TRINITY SITTINGS, 1903.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

Mr. Justice KEKEWICH will take his business as announced in the Trinity Sittings Paper.

Mr. Justice BYRNE will take his business as announced in the Trinity Sittings Paper. Companies (Winding up) business will be taken by Mr. Justice Byrne on Tuesdays during the sittings, commencing on Tuesday, 16th June.

Mr. Justice FARWELL.—Except when other business is advertised in the Daily Cause List, Mr. Justice Farwell will take actions with witnesses daily throughout the sittings.

Mr. Justice BUCKLEY.—Except when other business is in the Daily Cause List, Mr. Justice Buckley will sit for the disposal of his lordship's Witness List daily throughout the sittings to the exclusion of other business.

Mr. Justice JOYCE.—Except when other business is announced in the Daily Cause List, Mr. Justice Joyce will take actions with witnesses daily throughout the sittings.

Mr. Justice SWINFEN EADY will take his business as announced in the Trinity Sittings Paper. Mr. Justice Swinfen Eady will take Liverpool and Manchester business as follows: 1. Motions, Short Causes, Petitions and Adjoined Summonses on every other Saturday, commencing with Saturday, 13th June; 2. Summonses in chambers will be taken on every other Saturday, commencing with Saturday, 13th June.

Summonses before the Judge in Chambers.—Justices KEKEWICH, BYRNE, and SWINFEN EADY will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses Adjoined into Court will be taken as follows: Mr. Justice KEKEWICH as stated in the Daily Cause List; Mr. Justice BYRNE, with Non-Witness Actions; Mr. Justice SWINFEN EADY, with Non-Witness Actions.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the judges will sit for the disposal of Witness Actions as follows:

Mr. Justice KEKEWICH will take his retained Witness List and any other Cases with witnesses which it is convenient for Mr. Justice KEKEWICH to try on days to be announced in the Daily Cause List.

Mr. Justice FARWELL will take his Witness Actions as announced above.

Mr. Justice BUCKLEY will take his Witness Actions as announced above.

Mr. Justice JOYCE will take his Witness Actions as announced above.

Mr. Justice SWINFEN EADY will take his retained Witness Actions on days to be announced in the Daily Cause List.

Chancery Causes for Trial or Hearing.

(Set down to May 30th, 1903.)

Before Mr. Justice KEKEWICH.

Retained by Order.

Cause for Trial (with Witnesses).
Macaulay v Glass act (June 30, after anything part heard)

Causes for Trial (without Witnesses).

In re Application of Lake & Elliott the Registration of Trade Mark No. 244,170, and In re Opposition thereto, No 3,371, by W Vernon & Sons, and In re Patents, &c, Acts, 1883 to 1888 motn ordered to go into Non-Witness List

In re Phillips, ld T Webb & Sons v Phillips m f j

Adjourned Summonses.

Ormerod, Grierson, & Co v St George's Ironworks Co adjd sums

In re Silkstone and Haigh Moor Coal Co ld and Companies Acts, 1862 to 1890 adjd sums (s o not before June 11)

Guise v Andrews adjd sums

In re Hodge's Estate Hodge v Hodge adjd sums In re Hodge, infants and Guardianship of Infants Act, 1886 adjd sums (to come on together)

In re Wilkinson Fearless v Thomas adjd sums

In re David Williams James v Williams adjd sums

In re Cartwright Cartwright v Cartwright adjd sums

Acton Urban District Council v Watts adjd sums

In re C Burleigh, dec Burleigh v Rogers adjd sums

Further Consideration.

In re N J Powell & Co, ld Warner v The Company fur con

Before Mr. Justice BYRNE.

Further Considerations.

Knott v McCullum fur con (s o for appointment of legal representative)

Marshallay and ors v Jones and ors fur con

In re James Beech, dec Cecil v Beech & Sparke fur con

Bennett v Payne and J H Geake fur con

In re Benjamin Maguire, dec Newman v Maguire fur con

In re Clover's Estate Clover v Clover fur con (from Chambers)

Causes for Trial without Witnesses and Adjourned Summonses.

The Eaton Saxon Brewery Co Dalby v The Company Dale v The Company m f j (s o until further order)

Badische Anilin and Soda Fabrik, &c v W G Thompson & Co ld and ors procedure sums (s o until answer to interrogatories)

In re Bonham Lyon v Belcher adjd sums (s o for appointment of legal representative)

In re John and Mary Ann Smith, dec Smith v Castle adjd sums

In re Inter-Oceanic Ry of Mexico, &c ld Inter-Oceanic Ry of Mexico, &c ld v Houghton adjd sums

Slater v Worthin ton ad d sums

In re Williams Charles v Williams
adjd sums
In re E A Akroyd, dec Waite v
Wilson adjd sums
In re John Archibald Garraway,
dec Garraway v Garraway adjd
sums
In re J Wayles, dec Wayles v
Wilson adjd sums
In re Nicholson, Patterson & Free-
land, Solrs adjd sums
In re Lord Calthorpe's Estate
Fielden v Gray adjd sums
In re Tompkins Tompkins v
Tompkins adjd sums
In re Lord Rodney, dec Rodney v
Bastard adjd sums pt hd
(restored)
In re the Patents, &c, Acts, 1883
to 1888, and In re an Application,
No 232,857, by James Heddle
and Co. for registration of Trade
Mark and re opposition thereto,
No. 3,200, by James Heddle
appl from decision of Comptroller
dated April 21, 1902
In re the Patents, &c, Acts, 1883 to
1888, and In re an Application,
No. 332,856, by James Heddle
and Co. for registration of Trade
Mark and re opposition thereto,
No. 3,201, by James Heddle
appl from decision of Comptroller,
dated April 21, 1902
In re Saunders, dec Thursfield v
Cox adjd sums (restored)
In re Saunders' Settled Estate
adjd sums
In re Richardson, dec Couldwell v
Shaw adjd sums
In re Woking, &c, Canal Co Ingram
v The Canal Co adjd sums
In re Yates, dec Yates v Barlow
adjd sums
In re Waterhouse, dec Wheawill v
Mosley adjd sums
In re Rileys ld Harper v Rileys ld
adjd sums
In re A M Robinson, dec Robinson
v Lonsdale adjd sums
In re H F Neale, a solr adjd sums
In re Heelas, dec Denton v Denton
adjd sums
Fletcher v Collis adjd sums
In re Bowdidge dec Thurston v
Bowdidge adjd sums
In re T R Block, dec Bland v Block
adjd sums
In re Betts' Settlement and In re The
Trustee Act, 1893 adjd sums
In re Whitworth, dec Colley v
Hughes adjd sums
Stuart v Baird adjd sums
Re Lord Stafford's Settled Estates
and In re The Settled Land Acts,
1882 to 1890 adjd sums In
In re Lord Stafford's Will Gerard
v Stafford adjd sums (s o June
19)
In re James Ponsford dec Toller v
Ponsford adjd sums
In re C Roberts, dec Roberts v
Roberts adjd sums
In re Davis, dec and In re a Settle-
ment Sprague v Swinscow and
ors adjd sums
Thomas Searls, dec Burrell v
Searls procedure sums
Smith v Law Guarantee Soc adjd
sums
Chambers v Henley Charity Schools
act for trial on point of law
In re Ridesdale, dec In re Crabtree
and Ridesdale's Warrant Trusts
Urwick v Groom adjd sums
Dashwood v Dashwood m f j
(short)
Reeve v Jones adjd sums
Kitchen v Ecuadorian Assoc ld and
ors procedure sums
The Ibo Investment Trust ld Wyler
v The Ibo Investment Trust ld
procedure sums

Attorney-Gen v The Playhouse ld
act without witnesses
In re Howorth Langstreth v
Howorth adjd sums
In re Pilleaus Pilleau v Pulling
adjd sums
Willett v Wilde adjd sums

Companies (Winding-up) and Chancery Division. Companies (Winding-up). Petitions.

Caledonian Engineering Co ld (petn
of W Monington—witnesses—s o
from Nov 11, 1902, pending trial
of action)
Forrest & Son ld (petn of Sharrer's
Zambesi Traffic Co ld—s o from
Jan 20, 1903, until after appl)
London and South Counties Press
ld (petn of Gus Hart—s o from
May 12 to Aug 11)
Protestant Literature Co ld (petn of
E Richards—s o from April 28
for inquiry)
Hotel Metropole, Bexhill on Sea, ld
(petn of C P Wright—s o from
May 12 to June 16)
National Guardian Assce Co ld
(petn of Amery, Parkes, & Powell
—s o from May 12 to Aug 11)
Rand Roodpoort Gold Mining Co
ld (petn of F McKenzie—s o from
19th May to 16th June)
J F Pease & Co ld (petn of Hon
E Roden Bourke and anr—s o
from 26th May to 16th June)
Lawrence & Block ld (petn of
A W Block—s o from 26th May
to 16th June)
Montgomery Moore Ship Collision-
Doors Syndicate ld (petn of
Emily Borton)
British Pure Ices Syndicate ld
(petn of A Lindley and anr)
Transparent Art Printing Develop-
ment Syndicate ld (petn of F S
Salaman as Receiver of Rhos &
Co ld)
Unicorn Press ld (petn of H
Dawson)
Sapphire Corundum Co ld (petn of
W H Hudson)
Mercantile and Mining Corpn of
British West Africa ld (petn of
J B M Crickx)
Automatograph Co ld (petn of
L E Granichstaden)

Chancery Division.
Petitions (for Reduction of Capital)
under Companies Acts, 1867 & 1877.
Dexine Patent Packing and Rubber
Co ld and reduced (petn of com-
pany—s o from 26th May to
16th June)
Samuel Allsopp & Sons ld and
reduced (petn of Company—s o
from 26th May to 16th June)
Robert Williams & Sons ld and
reduced (petn of Company)

Companies (Winding-up) and Chan- cery Division. Court Summonses.

Hiram Maxim Lamp Co ld (to dis-
charge order, dated 15th Jan,
1903—Witnesses)
Henry Lovibond & Son (1900) ld (on
claim of H Lovibond & Son ld—
Witnesses)
Same (on claim of H Burman &
Sons—Witnesses)
Stevenson's Metal Co ld (for liberty
to amend proof of debt—Good)
Same (Same—Worsley)
Same (on claim of Good)
Sutton and Willoughby Ry Co (on
claims of Wright and ors)
Mannesmann Tube Co ld and
reduced (on claim of L Possell &
Co)
Same (on claim of Von Siemens and
ors)

Limerick and Kerry Ry Co (as to
dealing with balance of funds)
Kadur Mysore Gold Mines ld (for
Liquidator to file accounts)
Henry Lovibond & Son ld (for pay-
ment of rent)
English and Spanish Produce Co ld
(on claim of Shepherd)
Press ld (for inspection of books)
British Power, Traction and Light-
ing Co ld Halifax Joint Stock
Banking Co ld v British Power,
Traction and Lighting Co ld (as to
proceeding against the Managing
Director, &c)
Randt Gold Mining Co ld (as to
payment of return on shares)
Monington & Weston ld Thirl-
well v Monington & Weston ld
(for delivery of account)

Before Mr. Justice FARWELL.
Retained by Order.

Petition.
Joddrell v Stratton

Further Consideration.

Levy v Stogdon fur con

Causes for Trial (with Witnesses).
Kershaw v Wilkinson and others
act and m f j
Bridge v Hutchinson act
South Coast Mutoscope Co ld v
British Mutoscope and Biograph
Co ld act
In re Deighton's Patent, No 15,670
of 1896 petn ordered to go into
Witness List
In re Morison's Patent, No. 4,806
of 1890, &c. petn ordered to
go into Witness List
Codd v Delap act (s o until
return of Commission)
Willoughby v Lord Middleton act
In re Müller's Trade Marks and In
re Trade Marks Acts, 1883 to 1888
motion entered in Witness List
(by order) In re Müller's Trade
Marks and Müller v Müller K B
act (by order) to come on
together
Hoyle v Stansfield act (pleadings
to be delivered)
Attorney-Gen v Trustees of British
Museum act (fixed for 11th
June)
Bell v Wyler act
Woolf v Grundy act and counter-
claim
Ashanti Gold Trust ld v Abbuassi
Syndicate ld act (set down by
order—pleadings to be delivered)
Burnside v Burnside action (re-
stored)
Hooper v Bromet (Raphael 3rd
party) act
Heath v Caldwell act
Nethersole v Bell act
Duffell v Duffield act
Kessissoglou v Balli act
Du Cros v Bradshaw act
Jameson v The Ten Per Cent Wine
Co ld act
Sir R Beauchamp v Viscountess
Canterbury act
Buckmaster & Sons ld v King
act
Hamilton v Hamilton act
The Heidelberg Estates and Ex-
ploration Co ld v Evans (stayed
by order of Master until 14 days
after security given)
Cosalliss v Williams act
Wright v Wright act
M C Davies Karri and Jarrah Co ld
v Millers Karri and Jarrah
Forests ld act and counter-
claim
Attorney-Gen v Dew act
Roberts v Pearce act
Munro v Finlison act
Pitcher v Keevil act

Wootton v Whitbread & Co ld act
In re Farbridge Farbridge v Key-
mer Brick and Tile Co ld act
Des Barres v Hayles act

Before Mr. Justice BUCKLEY.

Retained by Order.
Adjourned Summonses.
In re Taylor's Trusts In re Mathe-
son's Trusts Matheson v Taylor

Causes for Trial (with Witnesses).
In re H Petch, dec Petch v Mal-
lett act (s o for appointment of
Legal Representative)
Fels v Hodgson & Simpson act
(s o until Chancery Appeal dis-
posed of)

Patent Exploitation ld v American
Electrical Novelty and Manu-
facturing Co ld act pt hd
Straker v James R Crompton &
Bros ld act (s o to June 11)

Seaward v Cleland act
Gammons v Battersley act
Colman v Hodson act
The National Telephone Co ld v The
Mayor, Aldermen, and Citizens of
the City and County of Kingston
upon Hull act

Orred v Bloxom act
In re Letchford Letchford v
Spreckley and ors act
Wilson v Allen act
The London Trust Co ld, on behalf,
&c v Harding and ors act (con-
nected)

Hulbert v Queen Anne's Chambers
act
In the Matter of Letters Patent
granted to William Geipel, No
7,860 of 1893, and in the Patent
and Trade Mark Acts, 1883 to
1888 petn for revocation of
patent (by order)

Arnold v The International Railway
Corporation ld act
Downshire v Seabright act
Buck v Bythway act
The Exmouth Brick and Tile Co ld
v John Carter act (s o not before
June 20)

Income Tax Adjustment Agency ld
v Universal Ratepayers and
Income Tax Adjustment Agency
act

The Metropolitan Electric Supply
Co ld v The Mayor, Aldermen and
Councillors of the Metropolitan
Borough of St Marylebone act

In re John Hanson, dec Hanson v
Hanson act
Green v Radford and ors act
Hastie v Simpson act
In re The Ibo Investment Trust ld
Wyler v The Ibo Investment, &c
act

Ewers v Blomfield act
E W T L Frewer v H Preston & Co
act (without pleadings)
Jarvis v Horlick act
Rudd v Edwards and ors act (and
m f j against other debts)
Bennett v Williams act
The King's Norton, Northfield,
Urban Ld District Council v Greaves
and ors act

Willett v Pawley act
Ames v Blake and anr act
Evans v Harries and anr act
Smith, Nellie v Smith, G W act
The Leadenhall Market Cold Storage
Co ld and anr v Shead act
In re W D Allen's Estate Hollings-
worth v Hollingsworth adjd
sums with witnesses

Saccharin Corpn, ld v D H Jackson
act
Carter v Roberts act
Pakenham v Ticehurst Rural
District Council act
Burke and ors v Christen and anr
act

In re Loft, dec In re Bushell,
dec Parker v Gadsden & Steven-
son act
Cowell v Stewart-Wallace act
Glyn v Oliver act
Cinch v The New London Brewery
Co act
In re Joseph Guedalla, dec Atten-
borough v Guedalla and ors act
and m f j
Smithson v The Shildon and East
Thickley Urban District Council
act
Sharp v Sharp act without plead-
ings (set down by order)
Prukerd v Lee act
Grimes v Furnivall act
Parsons v Jenkins act
In re George Routledge & Sons, ld
Hummel v The Company act
with witnesses and adjd summs
Claghten v Foster act
Lindell v Ridley act
Walker and anr v Walker Walker
and anr v Walker two actions
consolidated
Crockett v Aerators, ld act
Carter v Richardson act
Webley v Adams act
Allen v Driscoll act
Fuller v Handy act

Before Mr Justice Joyce.

Causes for Trial (with Witnesses).
Sullivan v Slade act
Hayes v Tucker act
Leslie v Elliott act
In re Thomas Hansard v Thomas
act
Galbraith v Light act
Jones v Hager act and counter-
claim
Le Grand v Lester act
North British and Mercantile Inse
Co v Clifford act (not to come in
List till 14 days after determina-
tion of point of law—by order—
appl pending)
Stevens v Hoare act (stayed until
return of Commission, by order)
Ansell v Pim act (s o until 14 days
after filing of depositions, by
order)
Wheatley v John Smith's Tadcaster
Brewery Co ld act
Shean v Queen Anne's Chambers ld
act
Dadson v Evans act
Newlands West Griguland
Diamond Mines ld v Trubenbach
act
Keeping v Gearing act
Broad & Co ld v Rosher act
The New Central Press ld v Part-
ridge act
London Properties Development
Corpn ld v London Wall Estate
ld act and counter-claim
Norris v Pike act
Pillbrow v Dale act (transferred
from K B Div, by order)
Hodson v Deans act
The Central Dwellings Co ld v
Brand act and counter-claim

Same v Wallis act and counter-
claim
Jameson v Finch and ors act
Stone v Foxwell act
McGarry v Kinsella act
Coghill v Monk act
Bourke v Jenkins act
Percival v Patterson act
Burt v Secretary of State for India
act
Beetles v Wickenden act and
counter-claim
Hayes v Hayes act
Moore v Moore act and counter-
claim
Attorney-Gen v Keymer Brick and
Tile Co ld act
Hoole v Speak act
McCarthy v McCarthy act and
m f j

Before Mr Justice SWINFEN EADY. Retained by Order.

Causes for Trial (with Witnesses).
Ingolby v Ingolby (1900—I—1,813)
act Ingolby v Ingolby (1900—I
—1,776) act to come on to-
gether
Bygott v Ashton act
Williams v Williams act
In re Denton's Estate Licenses
Inse Corpn and Guarantee Fund
ld v Denton adjd summs (ordered
to go into Witness List)

Causes for Trial (without Witnesses
and Adjourned Summonses).
Phillips v Seaborne m f j (s o
with liberty to apply to enter in
Witness List)

In re Warriner Brayslaw v Nimis
adjd claim
In re Nightingale Probert v Robin-
son adjd summs
In re Davis' Estate Davis v Davis
adjd summs
In re Porter Wallace v Payzant
act for trial without witnesses
by order
In re Locke Locke v Locke adjd
summs (restored)
In re Gent Davis v Harris adjd
summs
Ward v The Valletot Sanitary
Steam Laundry Co ld
In re Temple-West Temple-West
v Duchessella Torre adjd
summs
In re Wilson Hill v Swift adjd
summs
Drake v Mason adjd summs
Stibbard v Andrews m f j (short)
In re John Woodcock Small v
Small adjd summs

Further Considerations.

Ireland v Ireland fur con and
summs to vary
In re Jones Jones v Jones fur
con
In re Goad Goad v Goad fur con
In re Hughes Hughes v Evans
fur con
In re Musgrave Gyllencrutz v
Musgrave fur con

The Property Mart.

Sales of the Ensuing Week.

June 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Enfield: Detached,
Double-fronted Freehold Residence, within easy walking distance of the town and
Enfield Station; with possession. Solicitors, Messrs. Synthe & Brettell, London.—
Whitechapel: Long Leasehold Shop and Premises; let on repairing lease for 21 years
at £50 per annum. Solicitors, Messrs. Oldfield, Bartman, & Oldfield, London.—Notting-
Hill: Two Freehold Residences, in two lots. Solicitors, Messrs. Sanderson, Adkin,
Lee, & Eddis, London.—Winchmore Hill: 13a, 2r, 32p. of Freehold Building Land;
land tax redeemed; having a frontage to First-lane of about 300ft. Solicitors, Messrs.
Crosse & Sons, London.—Bowes Park: 14 Long Leasehold Dwelling-houses. Solicitor,
R. Barber, Esq., Nottingham.—Winchmore Hill: Semi-detached Residence, one mile
from Winchmore Hill Station. Solicitors, Messrs. Paul E. Vanderpump & Eve,
London. (See advertisements, this week, p. 5.)
June 17.—Messrs. Douglas Young & Co., at the Mart, at 2:—Enfield, Bush-Hill Park:
Thirty-five Detached and Semi-Detached Residences and two Shops; let at £50 to £68
each, together of the total rental value of £2,195 per annum. Solicitors, Messrs.

Rawlings & Butt, and Messrs. Beckingsale, Greenway, Tucker, & Cross, London.—
14, Grove-road, Brixton-road, S.W.: The whole of the superior Contents of the
Residence. (See advertisements, this week, p. 5.)

June 17.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Reversion on the death of
two ladies, aged 58 and 55 years, to a moiety of Trust Funds amounting to about
£4,750. Solicitors, Foyer & Horden, London. (See advertisement, this week, p. 6.)

June 17.—Messrs. HUMBERT & FLINT, at the Mart, at 2:—Epsom: Freehold Property
known as Mount Hill, South-street, three minutes' walk from the railway station,
comprising an attractive Residence, embracing in all about 8½ acres, let at £125 per
annum.—Sutton: Double-fronted Detached Residence, let at £95 per annum
Solicitors, Messrs. Hills & Halsey, London. (See advertisements, this week, p. 5.)

June 18.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSORTHY, & Co., at the
Mart at 2:—Savile-row, Burlington-street, W.: A Freehold Investment, producing
£500 a year (increasing to £525 per annum within two years), between Bond-street
and Regent-street, possessing a frontage of about 30ft., an average depth of about
98ft., and a superficial area of about 2,900ft. Solicitors, Messrs. Meredith, Roberts, &
Mills, London.—Buckinghamshire: Freehold Properties, embracing an area of about
570 acres, overlooking the town of Aylesbury and extending to the Chiltern Hills.
Solicitors, Messrs. Tyce & Co., London. (See advertisements, this week, p. 22.)

June 18.—Messrs. STIMSON & SONS, at the Mart, at 2:—Islington: Freehold House and
Shop; let on lease at £65 per annum, and sub-let at £150 per annum.—Upper
Norwood: Freehold Residence; let at £45 per annum. Solicitors, Messrs. Collyer &
Davis, London.—Hackney: Freehold Houses; producing £263 per annum. Solicitors,
Messrs. J. A. Whitehead & Collier, London.—Woodberry Down, near Finsbury-park:
Detached, double-fronted Residence; lease 65 years at £22. Solicitors, Messrs. C. R.
& F. H. Stevens, London.—Wandsworth-road: Freehold House and Shop; let on
lease at £60 per annum. Solicitor, R. H. Chilcott, Esq., London. (See advertise-
ments, this week, p. 7.)

June 18.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Bow and Mile End: Freehold
House, let at £31 4s., and Leasehold Houses, let at £50 14s. per annum; terms 61
and 97 years. Solicitors, Messrs. Stones, Morris, & Stone, London.—Mile End:
Leasehold House; let at £14 14s. per annum. Solicitors, Messrs. Oldman, Claburn,
& Co., London.—Mile End: Freehold Dwelling-House; let at £173 16s. per annum.
Solicitors, Messrs. Douglas-Norman & Co., London.—Bow: 12, Selwyn-road, Am-
road; let at £28. Solicitors, Messrs. Hanbury, Whiting, & Co., London.—Roth-
hithe: Freehold Corner Fully-licensed Premises; let at £60 per annum. Solicitors,
Messrs. Swann, Green, & Co., and Messrs. Bartlett & Gluckstein, London.—Leyton-
stone and Stratford: Freehold Dwelling-houses; let at £33 16s. and £28 per annum
respectively. Solicitors Messrs. Vincent & Vincent and James Johnstone, Esq.,
London.—Poplar: Freehold House; let at £24 14s. per annum. Solicitor, E. J. Marsh,
Esq., London. (See advertisements, this week, p. 8.)

June 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To One-fourth of £23,500, in Railway Stocks; lady aged 73. Solicitor, R. F. Yeo,
Esq., London.

To One-sixth of £6,500, in Railway and Government Stocks; gentleman aged 67.
Solicitors, Messrs. Adams & Adams, London.

To One-eighth of about £8,000; lady aged 69, provided the reversioner, aged 42,
survive her. Solicitors, Messrs. Tarry, Sherlock, & King, London.

To about £1,200; lady aged 72. Solicitors, Messrs. Pearce-Jones & Co., London.

POLICIES for £5,000, £2,000, £1,000, £1,250, £1,000, £500, £500, £500,
£250, £250. Solicitors, Messrs. Sewell & Maughan, Paris; Messrs. John
Verdun, Son, & Stephen, London; Charles Howard, Esq., Manchester; Charles
Dunderdale, Esq., Manchester; Messrs. Kearsey, Hawes, & Wilkinson,
London.

STOCKS:

East Surrey Water Company, £4,460 4 per Cent. Stock.
East London Waterworks Company, £730 4½ per Cent. Stock.
West Middlesex Waterworks, £577 4½ per Cent. Stock.
State Bank of Mexico, 100 Founders' Shares.

(See advertisements, this week, p. 23.)

June 19.—Messrs. WILLIS, CROUCH, & LEE, at the Mart, at 2:—Ealing, West: Freehold
Shop Plots, total frontage 81 feet to main Uxbridge-road, West. Also Block of Land,
over 16,000 feet, immediately in the rear. Solicitors, Messrs. Coldham & Birkett,
London.—Uxbridge: Freehold Shop, No. 49, High-street; rental value about £20.
Solicitors, Messrs. Alfred Cox & Son, London.—Westbourne Park: Shop and
Dwelling-house, let at £42. Solicitor, John E. Bunting, Esq., Accrington, Lancs.
(See advertisements, this week, p. 5.)

Death.

PRICE.—On 8th June, at his residence, 16, Macaulay-road, Clapham-common, Charles
Henry Price, late Chief Clerk of the Pay Office of the Royal Courts of Justice, in his
81st year. R.I.P. Funeral at Brompton Cemetery on Friday at 3 o'clock, preceded
by service in Parish Church, 2 o'clock.

Winding-up Notices.

London Gazette.—FRIDAY, JUNE 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-CANADIAN GOLD ESTATES, LIMITED.—Creditors are required, on or before July 31,
to send their names and addresses, and the particulars of their debts or claims, to
Charles Lee Nichols, 1, Queen Victoria st.

BANISTER FREE WHEEL SYNDICATE, LIMITED.—Creditors are required, on or before June
19, to send their names and addresses, and the particulars of their debts or claims, to
Edward George Brunker, 20, Abchurch ln. Stroud, Holborn viaduct, soler for
liquidator

CANNING JARBAH TIMBER CO, LIMITED.—Creditors are required, on or before July 10, to
send their names and addresses, and the particulars of their debts or claims, to
Henry St John Hodges, Finsbury House, Blomfield st. Mayo & Co, Drapers' gins,
solers for liquidator

EAGLESBUSH (HUGHES VEIN) COLLIERY CO, LIMITED.—By an order made by Mr Justice
Byrne, May 20, it was ordered that the voluntary winding up of the company be
continued. Metcalfe & Sharpe, 40, Chancery ln, Leyton, Swanside, soler for petners

FOLEY SYNDICATE, LIMITED.—Creditors are required, on or before July 10, to send their
names and addresses, and the particulars of their debts or claims, to Edwin Hayes, 25,
Basinghall st.

LEANTHRY STEAMSHIP CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or
before July 8, to send their names and addresses, and the particulars of their debts or
claims, to Lloyd & Pratt, Midland Bank chmbrs, Newport, solers for liquidators

PALMER'S DECORATION AND FURNISHING CO, LIMITED.—Creditors are required, on or
before July 18, to send their names and addresses, and the particulars of their debts or
claims, to Harry Ernest Gaze, 16, Hinde st, Marylebone ln. Paines & Co, St Helen's
pl, solers for liquidator

WARSAU AND ARHART, LIMITED.—Creditors are required, on or before July 10, to send
their names and addresses, and the particulars of their debts or claims, to Henry St
John Hodges, Finsbury House, Blomfield st. Mayo & Co, Drapers' gins, solers for
liquidator

London Gazette.—TUESDAY, JUNE 9.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CHARLES ROYCE & SON, LIMITED—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to William Newman Bailey, 3, Portland st., Southampton.
HONKOWSON & LONSTON'S PARTNERSHIP, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Sidney Thomas Ellis, 55, Thurlow Park rd., West Norwood.
LANARKE JARRAH FORESTS AND RAILWAYS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to W D Gostly, 110, Cannon st., Webb & Co., Queen Victoria st., for liquidators.
NEW BRISTON TWO-REEL SEWING MACHINE CO., LIMITED—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Arnold Trinder, 156, Leadenhall st., Trinder & Co., Leadenhall st., solvers for liquidator.
NEWCASTLE PRINTING AND PUBLISHING SYNDICATE, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to J Garland Godwin, 120, Cannon st., Hosack & Simmonds, solvers for liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 5.

ALBAC, GEORGE, Kirkby Malzeard, Yorks, Farmer July 17 Wise & Son, Ripon
ANDERSON, ELIZA, Clapham July 17 Kinsey & Co, Bloomsbury pl
ANDERSON, GEORGE, Cannon at July 17 Kinsey & Co, Bloomsbury pl
BAKER, EMILY ANN, Writtle, Essex July 1 Maskell, Chelmsford
BARKER, MARY ANN, Stoke on Trent June 12 Day, Stoke on Trent
BROWN, MARTHA BUTLER, Liverpool July 2 Bailey, Cambridge
BROWNE, JOSEPHINE RUBINA CHRISTIANA, Clapham June 25 Coulson & Cook, Copthall av
BROWNE, THOMAS HENRY, Pimlico June 25 Coulson & Cook, Copthall av
DEY, SARAH, Bedford July 15 Bebbes & Son, Bedford
DEVON, JOSEPH, Tickhill, Yorks, Hot Water Engineer July 14 Saunders & Nicholson, Baderham
DEW, THERESA LOUISA, Maldon, Essex July 7 Stansbury & Co, Chancery in
CLARK, JOHN, Ladbroke, Devon Aug 4 Hutchings & Co, Newlton Abbott
CROFT, MARTIN, Swadlow, Stevedore June 25 Jones & Fretagne, Swansea
ELDER, JOHN, Stoke Poges, Bucks July 4 Barrett, Slough
ELDER, ANNIE, West Hartlepool, Timber Merchant Aug 31 Turnbull & Tilly, West Hartlepool
FELDER, MARGARET MARIA, Eardley cres, Earl's Court June 30 Hoggood & Downson, Spring gdns
ELIAS, LUCY, Chelsea July 12 EYE & EYE, Golden sq
ELKETT, HON ROBERT CHARLES, Wellington, Salop July 6 Salt & Sons, Shrewsbury
ELKINGTON, WILLIAM, Morecambe, Ironmonger June 30 Freeman, Slaitwaite, Yorks
ELMER, ROBERT, West Hartlepool Aug 31 Turnbull & Tilly, West Hartlepool
ELST, ROBERT, Oakbrook, Derby July 31 Smith & Bostock, Derby
ETHEL, JANE ELIZABETH, St Albans, Herts July 10 Simpson & Bowen, Princes st, Bank
ESS, HANNAH, Doncaster June 30 Taylor & Co, Doncaster
EVANS, DENIS RALPH, Weston super Mare, Engineer July 4 Proctor, Bristol
LEWIS, WILLIAM, Dindor, Hereford, Farmer July 20 Corner & Co, Hereford
HALL, HENRY, South Woodford, Pork Butcher July 16 Metcalfe & Storr, Minorities
HILL, MARGARET CHARLOTTE, Bennington, Stevenage, Herts July 10 Miller & Co, Savile row
OSNEY, JOHN RODGERS, Narberth, Pembroke Aug 5 Roberts, Narberth

Bankruptcy Notices.

London Gazette.—FRIDAY, JUNE 5.

RECEIVING ORDERS.

BIRD, EDWARD GEORGE, Llanishan, Glam, Painter Cardiff Pet May 27 Ord May 28
COCKAYNE, GEORGE FREDERICK, West Bolton gdns, Schoolmaster Exeter Pet May 28 Ord May 29
OSWALD, THOMAS FREDERICK, Tunbridge Wells Tunbridge Wells Pet May 15 Ord May 20
THOMAS, A N, Stanhope gdns, Gloucester rd High Court Pet Feb 16 Ord May 19
DAVE, GEORGE THEODORE, Dulwich, Paper Agent High Court Pet June 2 Ord June 2
GEORGE, WILLIAM L, Lamb Conduit st High Court Pet April 25 Ord May 29
GUNTER, HERMAN GEORGE, Union et, Old Broad st High Court Pet March 24 Ord April 18
HARRIS, JOHN, Barnston, Northwich Crews Pet May 30 Ord May 30
HAYWARD, HARRY WILLIAM, Forest Gate, Venetian Blind Manufacturer High Court Pet June 2 Ord June 2
ELST, JOSEPH, Stockport, Grocer Stockport Pet June 3 Ord June 3
HOOK, GEORGE EDGAR, Bilsington, Kent, Grocer Canterbury Pet May 29 Ord May 29
HUBBARD, WALTER JAMES, Gloucester Gloucester Pet June 3 Ord June 3
HYDEMAN, THOMAS ARTHUR, West Hendon, Stockbroker's Clerk Barnet Pet May 29 Ord May 29
JOHN, JOHN, Oxford, Draper Oxford Pet June 2 Ord June 2
KING, EDWARD PETER, Bourne, Hotel Proprietor Poole Pet May 15 Ord May 29
MATHEW, CHARLES, Shaldon, Devon Exeter Pet May 24 Ord May 29
MILARD, JOHN WALTER MARR, Brockley, Commercial Traveller Greenwich Pet May 30 Ord May 30
MURRAY, GEORGE, Longtown, Cumberland, Coal Agent Carlisle Pet May 30 Ord May 30
PHILLIPS, OWEN CHRISTMAS, Llanycroft, Pembroke, Grocer Pembroke Dock Pet May 30 Ord May 30
PARCOTT, HENRY, Southampton, Licensed Victualler Southampton Pet May 30 Ord May 30
AND, ALBERT EDWARD, and E L EDDISON, Leeds, Auctioneers Leeds Pet April 9 Ord May 28

SCHLARD, FREDERICK JOSEPH, Willensden junc, Tobaccoist High Court Pet June 2 Ord June 2
SMITH, THOMAS EDWARD, Llangendine, Carmarthen, Schoolmaster Carmarthen Pet June 2 Ord June 2
SPARROW, GEORGE, Church Stretton, Salop, Builder Shrewsbury Pet April 30 Ord May 30
TAYLOR, ANDREW S, N Shields, Druggist Newcastle on Tyne Pet May 7 Ord May 28
UTLEY, WILLIAM CHARLES, Beeston, Leeds, Commercial Traveller Leeds Pet May 29 Ord May 29
VERNON, JOHN, Tarporley, Builder Crews Pet May 30 Ord May 30
WARDLE, RICHARD, Leicester Leicester Pet May 30 Ord May 30
WATKINS, PHILIP WATKINS STEER, Queen's Club gdns, West Kensington, Stationer High Court Pet May 6 Ord May 28
WIMBORNE, JOHN EDWARDS, Wells, Somerset, Hotel Keeper Wells Pet June 3 Ord June 3
WILLIAMS, HENRY JOHN, Newport, House Decorator Newport, Mon Pet May 30 Ord May 30
WOOD, JOHN, Tunbridge Wells, Corn Merchant Tunbridge Wells Pet May 12 Ord May 29

Amended notices substituted for those published in the London Gazette of May 29:

ELIAHO, JOSEPH, Timperley, Cheshire, Shipper of Cotton Goods Manchester Pet May 14 Ord May 25
WARD, JOHN THOMAS, Ashton on Mersey, Cheshire, Cycle Dealer Manchester Pet May 18 Ord May 27

FIRST MEETINGS.

ARMSTRONG, HENRY, Westminster Bridge rd, Boot Retailer High Court Pet May 27 Ord June 3
BALDWIN, OLIVER, Scarborough, Milliner June 15 at 4 74, Newborough, Scarborough
COCKAYNE, GEORGE FREDERICK, West Bolton gdns, Schoolmaster June 25 at 18.30 Off Rec, Bedford circus, Exeter
CURSON, A N, Stanhope gdns, Gloucester rd June 19 at 11 Bankruptcy bldgs, Carey at
DAVIES, REES, Aberdare, Newsagent June 15 at 2 133, High st, Macclesfield
FAIRWEATHER, FRANK, Scarborough, Tailor June 15 at 3 74, Newborough, Scarborough
HINDS, MARTHA, Minister, Isle of Thanet, Kent, Licensed Victualler June 13 at 12 Off Rec, 68, Castle st, Canterbury

RAWLINSON, RUTH LADY, West Brompton July 13 Lewis & Co, Liverpool
RICHARDS, ANNE, Bristol July 7 Lawrence & Co, Bristol
SHEPHERD, JOHN, Northwich, Chester, Farmer July 15 Bransley, Chester
SMITH, MARY, Ripon, Yorks June 17 Wise & Son, Ripon
SPENCER, WILLIAM, Whittingham, Lancs July 8 Bertwistle, Bury
SPURFARD, KEZIA, Farnham Common, Bucks July 4 Barrett, Slough
STRACHAN, THOMAS YOUNG, Sidecup, Kent, Actuary July 6 Swann & Co, Cannon st
SUNNER, RICHARD, Liverpool July 28 Banks & Co, Liverpool
TAYLOR, HENRY, Nottingham June 24 Allen & Anderson, Nottingham
WELLS, JANE, Skipton, Lincoln July 20 Rowden, Old Jewry chmbrs
WILKIN, HANNAH, Kirkby Overblow, nr Harrogate July 10 Gilling, Harrogate
WELLS, WALLIS THOMAS, Withern, Lincoln, Farmer June 22 W & J Wells, Withern

London Gazette.—TUESDAY, JUNE 9.

ARMITAGE, WALTER, Deighton, Huddersfield, Foreman Dyer July 10 Armitage & Co, Huddersfield
ATTWATER, HANNAH ESTHER, Faversham, Kent July 4 Copland & Son, Sheerness
BAISBRIDGE, THOMAS, Skeiton, Cumberland, Yeoman, or MARY BAISBRIDGE, Skeiton July 31 Cant & Faier, Penrith
BASSETT, ELLEN, Leighton Buzzard, Beds July 17 Calcott, Leighton Buzzard
BEAL, F, FRANCES LEIGH, Leamington July 21 Weatherley, Bedford row
BIDDICK, MARY ANN, Eltham, Kent July 9 Laytons, Budge row
BRUARD, CAMILLE LOUISA, Kensington July 11 Hilder & Co, Jermyn st, St James's
BYWATER, CATHERINE MAY, Bettws y Coed, Carnarvon Aug 6 Batchelor & Batchelor, Outer Temple, Strand
CARSON, ANN, Wighton June 24 Lazonby & Strong, Wighton
CLARK, EDWARD, Shipston on Stour, Worcester Aug 4 Philpot & Morrell, Bedford row
CUNNINGHAME, CAROLINE MADEIRA FAIRLIE, Ryde, 1 of W July 3 Fardella, Ryde
CUTLER, WILLIAM, Balsall, Warwick, Farmer July 18 Pointon, Birmingham
DRAVER, WILLIAM BALL, Shepherd's Bush, Wine Merchant July 7 Potchecary & Co, Basinghall st
FIFEED, JOSEPH, Edgbaston June 27 Rankin, Birmingham
GALLOWAY, SAMUEL, Halton, Whitkirk, York, Watchmaker July 12 Lumb, Leeds
GARDNER, MARY JANE, Motcombe, Dorset July 18 Sanderson & Co, Queen Victoria st
GARTH, Right Hon Sir RICHARD, PC, KC, Chemist gdns July 18 Sanderson & Co, Queen Victoria st
GOODWIN, MARY, Wessington, Derby July 9 Wilson & Son, Alfreton
HALL, JAMES, Halifax, Painter July 8 Biley, Halifax
HARPER, JOSEPH, Bristnapple, Surgeon July 10 Toller & Co, Barnstaple
HINDS, EMMA, Battersea Rise July 6 Croft & Mortimer, Coleman st
HOLT, ELLEN MARY, Elm Park gdns June 30 Hogpoos & Dowson, Spring gdns
KNIGHT, GEORGE JAMES, Gracechurch st July 18 Barnard & Taylor, Lincoln's inn fields
LENNARD, VILLIERS BARRETT, West Norwood Aug 3 Shaw, Chancery in
LEWIS, JESSIE LOUISE, St Albans, Herts July 11 Baker, St Helen's pl
LYON, ALFRED, Ipswich July 1 Kersey, Ipswich
MARCUS, MARIAS CATHERINE, Bishop's Stortford, Herts July 13 Wade & Co, Darnmow
MULLIN, ALBERT AUGUSTINE, Monte Video, Uruguay, 3 America, Doctor June 30 Moor & Co, Newport, Mon
MUNDAY, JOHN, Haddenham, Bucks July 6 Whitehorn, Buckingham
MURRAY, SARAH ELIZABETH, Scarborough July 18 Denham, Leeds
NIXON, BRINSLEY DE COUREY, South Kensington July 20 Walker & Co, Theobalds rd, Gray's inn
ODDIE, THOMAS, Grindleton, Yorks July 13 Holme, Clitheroe
PALMER, MARY, Devonport Aug 1 Pearce, Devonport
SACK, SOLOMON, Catherine st, Strand, Tobaccoist July 8 Hallows, Bedford row
SAUNDERS, STEPHEN, Caledonian rd July 6 Frost, Walthamstow
SAVAGE, SARAH, Holbeach, Lincs July 13 Wilders & Son, Holbeach
SCARISBRICK, JOHN, Prescott, Lancs July 1 Tyler, Prescott
SHARPE, CHARLES, Gosberton, Lincs, Farmer July 1 Waite & Co, Boston
SMALL, ANNE, Brixton July 6 Croft & Mortimer, Coleman st
SMITH, HENRY, Holbeach, Lincs, Builder July 25 Wilders & Son, Holbeach
SMITH, WILLIAM, Garforth, Yorks, Market Gardener July 12 Lumb, Leeds
STEELE, AGNES SOPHIA, Liverpool July 7 Payne & Co, Liverpool
STOUD, WILLIAM, Iron Bridge, Salop, Clothier June 20 Thorn-Pudsey, Iron Bridge
WALKER, MANOAH, Highbury, Dairyman July 6 Riddell & Co, John st, Bedford row
WELLS, CHARLES EDWARD, Bath, Law Clerk July 13 Gill & Bush, Bath
WILDE, ELIZABETH, Huddersfield July 10 Brook, Huddersfield
WILDE, HENRY, Huddersfield July 10 Brook, Huddersfield

HOOK, GEORGE EDGAR, Bilsington, Kent, Grocer June 18 at 9.30 Off Rec, 68, Castle st, Canterbury
HORSBY, SIMON, New Brompton, Kent, Builder June 13 at 12.30 King's Arms Hotel, Dorchester
JAMES, WILLIAM, Brightlinges, Essex, Builder June 26 at 11 Cups Hotel, Colchester
MCCLEMENT, JOSEPH, Nantlle, Carnarvon, Engine Driver June 13 at 11 Crypt chambers, Eastgate row, Chester
MATHEW, CHARLES, Shaldon, Devon June 25 at 10.30 Off Rec, 9, Bedford circus, Exeter
MOORE, WILLIAM ALFRED, South Lowestoft, Tobaccoist June 13 at 2.45 Suffolk Hotel, Lowestoft
MURRAY, GEORGE, Longton, Cumberland, Coal Agent June 13 at 3.30 Off Rec, 34, Fisher st, Carlisle
MURRAY, THOMAS WILLIAM SKEARSON, Buckland, Portsmouth June 13 at 3 Off Rec's Office
SPARROW, GEORGE, Church Stretton, Salop, Builder June 23 at 10.30 Off Rec, 42, St John's hill, Shrewsbury
VERSEY, GEORGE, South Lowestoft, Sanitary Engineer June 15 at 3 Suffolk Hotel, Lowestoft
WADE, GORDON WILLIAM, Felixstowe, Fenny Stationer June 19 at 10 Off Rec, 38, Princes st, Ipswich
WATKINS, PHILIP WATKINS STEER, Queen's Club gdns, West Kensington, Stationer June 15 at 12 Bankruptcy bldgs, Carey at
WORMAN, JOHN, Whitland, Carmarthen, Timber Haulier June 13 at 12 Off Rec, 4, Queen st, Carmarthen

ADJUDICATIONS.

ARMSTRONG, HENRY, Westminster Bridge rd, Boot Retailer High Court Pet May 27 Ord June 3
BRENN, EDWARD GEORGE, Llanishan, Glam, Painter Cardiff Pet May 28 Ord May 28
COCKAYNE, GEORGE FREDERICK, West Bolton gdns, Schoolmaster Exeter Pet May 28 Ord May 28
DAVIS, GEORGE THEODORE, Dulwich, Paper Agent High Court Pet June 2 Ord June 2
ESKDALE, ROBERT, Tynemouth, Tobaccoist Newcastle on Tyne Pet May 23 Ord June 2
GREENBAUM, JOHN, Princedale, Spitalfields, Skin Merchant High Court Pet April 29 Ord May 27
HARRIS, JOHN, Barnston, Northwich Crews Pet May 30 Ord May 30
HAYWARD, HARRY WILLIAM, Forest Gate, Venetian Blind Manufacturer High Court Pet June 2 Ord June 2

HOOG, A. G. Putney Wandsworth Pet May 1 Ord June 2
 BOLT, JOSEPH, Stockport, Grocer Stockport Pet June 3
 Ord June 3
 HOOK, GEORGE EDGAR, Bilsington, Kent, Grocer Canterbury
 Pet May 29 Ord May 29
 HUGHES, WALTER JAMES, Gloucester Gloucester Pet June 3
 Ord June 3
 HYNDMAN, THOMAS ARTHUR, West Hendon, Stockbroker's
 Clerk Barnet Pet May 29 Ord May 29
 IRVING, JOHN, Oxford, Draper Oxford Pet June 2 Ord
 June 2
 JOHNSTON, THOMAS, Cable st, Stepney, Draper High Court
 Pet April 21 Ord May 30
 MAYHEW, CHARLES, Shaldon, Devon Exeter Pet March 24
 Ord June 2
 MURRAY, GEORGE, Longtown, Cumberland, Coal Agent
 Carlisle Pet May 30 Ord May 30
 PHILLIPS, OWEN CHRISTMAS, Llanycefn, Pembroke, Grocer
 Pembroke Dock Pet May 30 Ord May 30
 PLASCOTT, HENRY, Southampton, Licensed Victualler
 Southampton Pet May 30 Ord May 30
 SMITH, THOMAS EDWARD, Llangendeirne, Carmarthen,
 Schoolmaster Carmarthen Pet June 2 Ord June 2
 UTLEY, WILLIAM CHARLES, Beeston Hill, Leeds, Com-
 mercial Traveller Leeds Pet May 29 Ord May 29
 VERNON, JOHN, Tarporley, Building Crews Pet May 30
 Ord May 30
 WARDLE, RICHARD, North Evington, Leicester Leicester
 Pet May 3 Ord May 30
 WIGMORE, JOHN EDWARDS, Wells, Somerset, Hotel Keeper
 Wells Pet June 3 Ord June 3
 WILLIAMS, HENRY JOHN, Newport, Mon, House Decorator
 Newport, Mon Pet May 30 Ord May 30
 WOODING, JOHN HOWARD, Dawley, Salop, Provision
 Merchant Madeley Pet May 15 Ord June 2

London Gazette.—TUESDAY, June 9.

RECEIVING ORDERS.

BOARDMAN, WILLIAM, Liverpool, Coal Merchant Liverpool
 Pet June 3 Ord June 5
 CARR, HENRY GEORGE, Ilford, Dealer in China Chelmsford
 Pet June 3 Ord June 3
 CLARK, JOHN JOSEPH, Birmingham, Shell Fish Dealer Bir-
 mingham Pet June 5 Ord June 5
 COHEN, HARRY, Edgbaston, Birmingham, Jeweller Bir-
 mingham Pet May 18 Ord June 4
 COMFORT, ERNEST LOUIS, Lower Southend on Sea, Yacht
 Designer Chelmsford Pet June 3 Ord June 3
 DOWSON, JOSEPH, Tunbridge Wells, Outfitter Tunbridge
 Wells Pet May 26 Ord June 5
 EASTY, WILLIAM HERBERT, West Norwood High Court
 Pet May 21 Ord June 5
 EDWARDS, CHARLES WILLIAM, Sharpness, Glos, Coal Factor
 Gloucester Pet June 6 Ord June 6
 FINNIGAN, PETER, Stubbington, Fareham, Hants, Clerk
 Portsmouth Pet June 4 Ord June 4
 FLANDERS, JAMES, Newport, Carpenter Newport, Mon
 Pet June 5 Ord June 5
 GALLOWAY, MARY ISABELLA, Gateshead, Confectioner
 Newcastle on Tyne Pet June 4 Ord June 4
 GIBSON, JAMES, jun, Newburn, Northumberland, Builder
 Newcastle on Tyne Ord June 5
 GROVER, MONTAGUE HERBERT, Pontypriid, Glam, Solicitor
 Pontypriid Pet May 26 Ord June 3
 HEGERTY & Co., P. C. Southwark st, Potato Salesman
 High Court Pet May 13 Ord June 5
 HIGGINS, JOHN, Pauntley, Glos, Labourer Gloucester
 Pet June 6 Ord June 6
 HULL-NECK, JAMES, St. John's Wood High Court Pet
 March 26 Ord June 5
 HURST, TOM GEORGE, Kingston upon Hull, Grocer
 Kingston upon Hull Pet June 5 Ord June 5
 JONES, CHARLES, Swansea, Fruiterer Swansea Pet June 4
 Ord June 4
 JOWETT, WILLIAM RAYNER, Leeds, Baker Leeds Pet June
 4 Ord June 4
 KEDDLE, LEONARD KNIGHT, Newcastle on Tyne, Grocer
 Newcastle on Tyne Pet June 6 Ord June 6
 LEVERSON, CHARLES AUGUSTUS, Hemel Hempstead, Herts
 St Albans Pet May 26 Ord June 3
 MALBY, FREDERICK, Sutton in Ashfield, Notts, Miner
 Nottingham Pet June 5 Ord June 5
 SMITH, SAMUEL CHARLES, Reading, Saddler Reading Pet
 May 23 Ord June 4
 SKEAP & GITTENS, Stapleford, Notts, Builders Derby
 Pet May 20 Ord June 5
 SYMS, GEORGE PHILIP, Exeter, Plumber Exeter Pet June
 3 Ord June 3

TOPLEY, CHARLES SYLVESTER, Carlisle, Designer Carlisle
 Pet June 6 Ord June 6
 VOGEL, ALOIS LOUIS, Elgin av, Maida Vale, Hotel Manager
 Derby Pet March 20 Ord June 4
 WAGHORN, W. R., Portobello rd, Notting Hill, Tobaccoist
 High Court Pet May 13 Ord June 4
 WALKER, RICHARD CASTLE, Mirfield, Yorks, Cloth Finisher
 Dewsbury Pet June 6 Ord June 6
 WEDDERBURN, JOHN VENTRESS, Whitley Bay, Northumber-
 land, Fruiterer Newcastle on Tyne Pet June 4 Ord
 June 4
 WESTGATE, WALTER, Balaham, Cambridge, Veterinary
 Surgeon Cambridge Pet May 23 Ord June 6
 WILLIAMS, JOSEPH, Southsea, Incandescent Gas Fitter
 Portsmouth Pet June 5 Ord June 5
 WOOD, JOHN, Stanfree, nr Bolsover, Derby, Collier
 Chesterfield Pet June 4 Ord June 4

FIRST MEETINGS.

BRETTILL, JOHN CRME, Worcester, Engineer June 17 at
 11.30 45, Copenham st, Worcester
 BURT, E., Brighton June 25 at 4 Off Rec, 4, Pavilion
 bldgs, Brighton
 CANNON, THOMAS W., Worcester Park, Surrey, Builder
 June 18 at 12.30 24, Railway app, London Bridge
 COHEN, HARRY, Edgbaston, Birmingham, Jeweller June
 19 at 2 174, Corporation st, Birmingham
 COPE, EDWIN, New Basford, Nottingham, Merchant June
 19 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
 CUTTE, ALTHUR, Sherwood Rise, Nottingham, Hosiery
 Manufacturer's Warehouseman June 19 at 12.30 Off
 Rec, 4, Castle pl, Park st, Nottingham
 DAVIS, GEORGE THEODORE, Dulwich, Paper Agent June 22
 at 11 Bankruptcy bldgs, Carey st
 EASTY, WILLIAM HERBERT, West Norwood June 22 at 12
 Bankruptcy bldgs, Carey st
 EVANS, JAMES, Treason, Aberystwyth, Draper June 17 at 2
 188, High st, Merthyr Tydfil
 FINNIGAN, PETER, Stubbington, Fareham, Hants, Clerk
 June 17 at 3 Off Rec, Cambridge junc, High st, Ports-
 mouth
 GALLOWAY, MARY ISABELLA, Gateshead, Confectioner June
 17 at 12 Off Rec, 30, Mooley st, Newcastle on Tyne
 HARLAND, BENJAMIN FORD, Kingston upon Hull, Baker
 June 17 at 11 Off Rec, Trinity House ln, Hull
 HITCHER, EDWARD, Northwich, Grocer June 17 at 11 The
 Royal Hotel, Crewe
 HOG, A. G., Putney June 19 at 12.30 34, Railway app,
 London Bridge
 HUGHES, WALTER JAMES, Gloucester June 20 at 12 Off
 Rec, Station rd, Gloucester
 JOHN, WILLIAM, Aberdare, Haulier June 18 at 2 135,
 High st, Merthyr Tydfil
 JONES, DAVID, Birmingham, Baker June 17 at 12 174,
 Corporation st, Birmingham
 JONES, HENRY, Brewold, Staffs, Grocer June 17 at 11 Off
 Rec, Wolverhampton
 JOWETT, WILLIAM RAYNER, Hunslet, Leeds, Baker June
 17 at 12 Off Rec, 22, Park row, Leeds
 LITTLE, FREDERICK FRANCIS, Ross, Hereford, Baker June
 17 at 3 2, Offs st, Hereford
 LUDDLAR, ALBERT, Hurst Hill Farm, nr Bilston, Staffs,
 Haulier June 17 at 11 Off Rec, 199, Wolverhampton
 st, Dudley
 MAYO, HARRY, and JOHN WILLIAMS, Abertillery, Mon,
 Builders June 19 at 3 135, High st, Merthyr Tydfil
 MEATES, THOMAS ARBOWSMITH, Hove, Sussex June 17 at
 11.30 Off Rec, 24, Railway app, London Bridge
 PASCOE & SOX, Earlsfield, Builders June 17 at 11.30 24,
 Railway app, London Bridge
 PHILLIPS, OWEN CHRISTMAS, Llanycefn, Pembroke, Grocer
 June 17 at 3 Off Rec, 4, Castle st, Carmarthen
 PLASCOTT, HENRY, Southampton, Licensed Victualler June
 19 at 3 Off Rec, 172, High st, Southampton
 PROCTOR, GEORGE BRIDGEFORD, Hove, Sussex, Physician
 June 25 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
 RASON, ARTHUR, Battersea, Boot Dealer June 18 at 11.30
 24, Railway app, London Bridge
 REID, ALBERT EDWARD, and E. L. EDISON, Leeds, Aus-
 tioneers June 17 at 11 Off Rec, 22, Park row, Leeds
 SCHLARE, FREDERICK JOSEPH, Willesden junc, Stationer
 June 18 at 11 Bankruptcy bldgs, Carey st
 SMITH, ALEXANDER, Nethells, Birmingham, Baker June 17
 at 11 174, Corporation st, Birmingham
 SUTHERLAND, D., Brighton, Newspaper Publisher June 25
 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
 SYMS, GEORGE PHILIP, Exeter, Plumber June 25 at 10.30
 Off Rec, 9, Bedford circus, Exeter

TAYLOR, ANDREW SHARP, North Shields, Druggist June
 11 at 11.30 Off Rec, 30, Mooley st, Newcastle on Tyne
 UTLEY, WILLIAM CHARLES, Beeston Hill, Leeds, Com-
 mercial Traveller June 17 at 11.30 Off Rec, 22, Park
 row, Leeds
 WAGHORN, W. R., Notting Hill, Tobaccoist June 19 at
 Bankruptcy bldgs, Carey st
 WALKER, RICHARD CASTLE, Mirfield, Yorks, Cloth Finisher
 June 19 at 11.30 Off Rec, 26, Baldwin st, Bristol
 WEDDERBURN, JOHN VENTRESS, Whitley Bay, Northumber-
 land, Fruiterer June 17 at 12.30 Off Rec, 30, Mooley
 st, Newcastle on Tyne
 WESTLAND, ALEXANDER JOHN, Albert Bridge rd June 19 at
 11.30 24, Railway app, London Bridge
 WIGMORE, JOHN EDWARDS, Wells, Somerset, Hotel Keeper
 June 17 at 11.30 Off Rec, 26, Baldwin st, Bristol
 WILLIAMS, JOSEPH, Southsea, Incandescent Gas Fitter June
 17 at 4 Off Rec, Cambridge junc, High st, Ports-

ADJUDICATIONS.

BOARDMAN, WILLIAM, Liverpool, Coal Merchant Liverpool
 Pet June 5 Ord June 5
 CARR, HENRY GEORGE, Seven Kings, Ilford, Dealer in China
 Chelmsford Pet June 3 Ord June 3
 CLARK, JOHN JOSEPH, Birmingham, Shell Fish Dealer Bir-
 mingham Pet June 5 Ord June 5
 COMFORT, ERNEST LOUIS, Lower Southend on Sea, Yacht
 Designer Chelmsford Pet June 3 Ord June 3
 EDWARDS, CHARLES WILLIAM, Sharpness, Glos, Coal
 Factor Gloucester Pet June 6 Ord June 6
 FINNIGAN, PETER, Stubbington, Fareham, Hants, Clerk
 Portsmouth Pet June 4 Ord June 4
 FLANDERS, JAMES, Newport, Mon, Carpenter Newport
 Mon Pet June 5 Ord June 5
 GRAHAM, E. LESLIE, Streatham, Metallurgical Chemist
 Wandsworth Pet Oct 20 Ord March 28
 HIGGINS, JOHN, Pauntley, Glos, Labourer Gloucester Pet
 June 6 Ord June 6
 HOKINS, ERNEST GILBERT, Leeds, Jeweller Leeds Pet
 May 8 Ord June 5
 HUGHES, THOMAS AMOS, Liverpool, Printer Liverpool Pet
 May 1 Ord June 4
 HURT, FRANK, Seething ln, Merchant High Court Pet
 April 29 Ord May 29
 HURST, TOM GEORGE, Kingston upon Hull, Grocer King-
 ston upon Hull Pet June 5 Ord June 5
 JONES, CHARLES, Swansea, Fruiterer Swansea Pet June 4
 Ord June 4
 JOWETT, WILLIAM RAYNER, Leeds, Baker Leeds Pet
 June 4 Ord June 4
 KEDDLE, LEONARD KNIGHT, Newcastle upon Tyne, Grocer
 Newcastle upon Tyne Pet June 6 Ord June 6
 MALBY, FREDERICK, Sutton in Ashfield, Notts, Miner
 Nottingham Pet June 5 Ord June 5
 FRACOCK, SIDNEY ERNEST, Kingwood, Glos, Boot Man-
 ufacturer Bristol Pet May 5 Ord June 4
 REID, ALBERT EDWARD, and EDWIN LOWTHER BROWN,
 Leeds, Auctioneers Leeds Pet April 9 Ord June 3
 RULE, WILLIAM BENNETT, Penzance, Cornwall, Physician
 Truro Pet April 9 Ord June 6
 SAMSON, GERRARD ALEXANDER, Eastleigh, Southampton,
 Ironmonger Southampton Pet May 26 Ord June 4
 SCOTT, GEORGE EDWARD, and ARTHUR COLE, Lambeth,
 Builders High Court Pet April 1 Ord June 5
 SHARMAN, WILLIAM, Brackley, Northampton, Licensed
 Victualler Banbury Pet April 23 Ord June 4
 SLEIGH, SAMUEL, Spalding, Lincs, Licensed Victualer
 Peterborough Pet March 31 Ord May 6
 SMITH, ALEXANDER, Nethells, Birmingham, Baker Bir-
 mingham Pet May 27 Ord June 6
 SUTHERLAND, D., Brighton, Newspaper Publisher Brighton
 Ord June 4
 SYMS, GEORGE PHILIP, Exeter, Plumber Exeter Pet June
 3 Ord June 3
 WALKER, RICHARD CASTLE, Mirfield, Yorks, Cloth Finisher
 Dewsbury Pet June 6 Ord June 5
 WEDDERBURN, JOHN VENTRESS, Whitley Bay, Northumber-
 land, Fruiterer Newcastle on Tyne Pet June 4 Ord
 June 4
 WILLIAMS, JOSEPH, Southsea, Incandescent Gas Fitter
 Portsmouth Pet June 5 Ord June 5
 WITHERS, EDWIN JOHN, Handsworth, Salesman's Clerk
 Birmingham Pet May 25 Ord June 6
 WOOD, JOHN, Stanfree, nr Bolsover, Collier Chesterfield
 Pet June 4 Ord June 4
 Amended notice substituted for that published in the
 London Gazette of May 29:
 MASON, JOSEPH, Ramsgate Canterbury Pet May 26 Ord
 May 26

NATIONAL DISCOUNT COMPANY, LIMITED,

35, CORNHILL, LONDON, E.C.

Subscribed Capital, £4,233,325.

Paid-up Capital, £846,665.

Reserve Fund, £460,000.

DIRECTORS.

LAWRENCE EDMANN CHALMERS, Esq.
 WILLIAM FOWLER, Esq.
 FREDERICK WILLIAM GREEN, Esq.

Manager: LEWIS BEAUMONT.

Auditors: JOSEPH GURNEY FOWLER, Esq. (Messrs. Price, Waterhouse, & Co.); FRANCIS WILLIAM PIXLEY, Esq. (Messrs. Jackson, Pixley, Browning, & Co.).

Bankers: BANK OF ENGLAND; THE UNION OF LONDON AND SMITH'S BANK, LIMITED.

EDMUND THEODORE DOXAT, Esq., Chairman.
 WALTER MURRAY GUTHRIE, Esq., M.P.
 WILLIAM HANCOCK, Esq.
 SIGISMUND FERDINAND MENDEL, Esq.

Sub-Manager: PHILIP HAROLD WADE.

JOHN FRANCIS OGILVY, Esq.
 CHARLES DAVID SELIGMAN, Esq.
 WILLIAM JAMES THOMPSON, Esq.

Secretary: CHARLES WOOLLEY.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities.
 Money received on Deposit, at Call and Short Notice, at the Current Market Rates, and for
 Longer Periods on Terms to be Specially Agreed upon.
 Investments in and Sales of all descriptions of British and Foreign Securities effected. All
 Communications on this subject to be addressed to the Manager.